**CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Walter Fajet, Ed.D.**

**Vice Mayor Joseph Dion** | **Councilman Jorge Santin**
**Councilman Orlando Lamas** | **Councilman Fabian Perez-Crespo**

**Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

# CITY COUNCIL REGULAR MEETING AGENDA
**Monday, January 26, 2026 – 7:00 PM**
**Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida**
**(In-person and virtually; See the end of the Agenda for additional information)**

1. **Call to Order/Roll Call**

2. **Invocation:**

   A) Led by Mayor Walter Fajet

3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.

4. **Agenda/Order of Business**

5. **Awards & Presentations**

   A) Presentation of the Yard of the Month Award to 300 Hunting Lodge Drive - The Silverio Family

   B) Presentation of the Miami Springs Employee Service Award recognizing **Ariadna Miranda**, Executive Assistant to Chief of Police for her 5 years of service; **Juan Ramos**, Public Works Refuse Truck Driver for his 5 years of dedicated service; and **Eliezer Lopez**, Police Detective for his 10 years of service to the City

6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person (subject to capacity restrictions) or by email. This portion of the meeting also includes any pre-screened video submittals. The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is**

**the presiding officer of all Council meetings and shall conduct the meetings accordingly.**

**7. Approval of Council Minutes**

A) January 12, 2026 – Regular Meeting

**8. Reports from Boards & Commissions**

**9. Public Hearings**

A) **Ordinance - First Reading** - An Ordinance Of The City Of Miami Springs, Florida, Creating Section 150-081 Of The City's Code Of Ordinances To Create A New Medical And Residential Care (MRC) Zoning District Permitting Nursing, Convalescent, And Extended-Care Homes; Assisted Living Facilities; And Accessory Uses And Structures Incidental Thereto And Establish Development Parameters Governing Development In The District; Providing For Severability; Providing For Codification; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date.

B) **Ordinance - First Reading** - An Ordinance Of The City Of Miami Springs, Florida, Approving A Zoning Map Amendment To Rezone Approximately ±5.49 Net Acres Of Property Located At 201 Curtiss Parkway And Designated Property Folio Nos. 05-3119-010-2480 And 05-3119-010-0620, From R-3C Multiple Family Residential, Medium Density To MRC Medical And Residential Care; Providing For Findings; Providing For Recording; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

**10. Consent Agenda**

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order To Ovas & Co, Llc For Citywide Asphalt Patching Services On An As-Needed Basis For Fiscal Year 2025-26 In An Amount Not To Exceed $25,000; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

B) **Resolution -** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of One Rs3 Rear Steer Lightning Loader From Petersen Industries, Inc. In An Amount Not To Exceed $266,236.39 Utilizing The Terms And Conditions Of Sourcewell Contract No. 010825-Pii; Providing For Authorization; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Firearm Ammunition From Lawmen's & Shooters' Supply, Inc. In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of The Florida Department Of Management Services (Fdms) Contract No. 46000000-21-Stc Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving And Adopting An Amended Fee Schedule; Providing For Authorization; And Providing For An Effective Date.

E) **Resolution -** A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving Agreements With Distreebutors, Inc. And SFM Landscape Services, LLC For Tree Trimming Services In An Amount Not To Exceed $25,000 For Fiscal Year 2025-26 And Budgeted Funds In Future Fiscal Years Utilizing The Terms And Conditions Of Miami-Dade County RTQ No. 02029 And School Board Of Broward County Contract No. RFP No. 25-164, Respectively; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

**11. Previous/Unfinished Business**

**12. New Business**

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Professional Services Agreement With Zencity Technologies Us Inc. For Community Engagement Software Services; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

B) **Resolution** - Special Election and Charter Language - NW 36th Street and Abraham Tract

**13. Other Business**

A) Request by Commissioner Orbis for Partial Closure of the Circle from 10:00 a.m. to 1:00 p.m. on Saturdyay, January 31st for the "Literacy Fair" Event

B) Request by Mayor Fajet to discuss the City's potential interest in utilizing space at the Miami Springs Middle School site for Police Department purposes once the school is officially transitioned and closed.

C) Discussion of Scout Fabian Perez-Crespo Jr.'s Eagle Scout Time Capsule Project proposal

**14. Reports & Recommendations**

A) City Attorney

B) City Manager

C) City Clerk

D) City Council

**15. Adjourn**

**CITY OF MIAMI SPRINGS**
**PUBLIC MEETING NOTICE**
The City of Miami Springs will hold a Council meeting on:

**Monday, January 26, 2026 at 7:00 PM**
**Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida**
**(Physical Meeting Location)**
The meeting agenda is available online at: https://www.miamisprings-fl.gov/meetings

Elected officials and City staff will participate from the physical meeting location.
Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch the meeting by following these instructions:

**ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION**

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time.

**WATCH AND/OR PARTICIPATE IN THE MEETING**

- **YouTube:** https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured
- **From your computer/mobile device:** https://www.miamisprings-fl.gov/meetings

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov.

**PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:**

**EMAILED COMMENTS:** Members of the public may email their public comments to the City in advance of the meeting. Please email the City at **cityclerk@miamisprings-fl.gov** by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**IN-PERSON COMMENTS:** Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

## PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

## NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

## AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

## LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0.

**Have questions or need additional information?**
**Write:** cityclerk@miamisprings-fl.gov
**Call: 305-805-5006**
**Mail: 201 Westward Drive, Miami Springs, FL 33166**

# *City of Miami Springs, Florida*

City Council Meeting
Regular Meeting Minutes
Monday, January 12, 2026 at 7:00 p.m.
Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
In-Person/Virtual Council Meeting

**1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:
Mayor Walter Fajet, Ed.D.
Vice Mayor Joseph Dion
Councilman Jorge Santin
Councilman Fabian Perez-Crespo
Councilman Orlando Lamas (Absent)

City Manager JC Jimenez
City Clerk Erika Gonzalez, MMC
City Attorney Roger Pou
Assistant City Manager Omar Luna
Police Chief Matthew Castillo
Public Works Director Juan Pena
City Planner Silvia Vargas

**2. Invocation:** Offered by Vice Mayor Joseph Dion

**3. Pledge of Allegiance:** The audience led in the pledge.

**4. Agenda / Order of Business**:

**City Attorney Roger Pou stated that the applicants representing Items 9A & 9B requested for a deferral to the next Council meeting, January 26th. Councilman Perez-Crespo requested to pull item 10B from the Consent Agenda. Vice Mayor Dion moved to change the order of the agenda. Councilman Perez-Crespo seconded the motion, which carried 4-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**5. Awards & Presentations: None at this time.**

**6. Open Forum: The following members of the public addressed the City Council: Steve Grafton, 461 Morningside Drive.**

**7. Approval of Council Minutes:**

A) December 8, 2025 – Regular Council Meeting

**Vice Mayor Dion moved to approve the minutes of the Regular Council Meeting on December 8, 2025. Councilman Perez-Crespo seconded the motion, which carried 4-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**8. Reports from Boards & Commissions: None at this time.**

**9. Public Hearings:**

A) Ordinance - First Reading (Deferral Requested) - An Ordinance Of The City Of Miami Springs, Florida, Creating Section 150-081 Of Chapter 150 Of The City's Code Of Ordinances To Create A New Medical And Residential Care (MRC) Zoning District Permitting Nursing, Convalescent, And Extended-Care Homes; Assisted Living Facilities; And Accessory Uses And Structures Incidental Thereto And Establish Development Parameters Governing Development In The District; Providing For Severability; Providing For Codification; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date.

**This item is deferred to January 26, 2026 Council meeting.**

B) Ordinance - First Reading (Deferral Requested) - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, [Approving / Approving With Conditions / Denying] A Zoning Map Amendment To Rezone Approximately ±5.49 Net Acres Of Property Located At 201 Curtiss Parkway And Associated Parcels, From R-3C Multiple Family Residential, Medium Density To MRC Medical And Residential Care, As Legally Described In Exhibit "A" Attached Hereto; Providing For Findings; Providing For Recording; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

**This item is deferred to January 26, 2026 Council meeting.**

**10. Consent Agenda:**

A) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Mario's Painting And Services, Inc. For The Miami Springs Aquatic Center Interior And Exterior Repainting Project; Authorizing The City Manager To Negotiate And Execute A Contract In An Amount Not To Exceed $41,596; And Providing For An Effective Date.

**Councilman Perez-Crespo moved to approve the Consent Agenda. Councilman Santin seconded the motion, which carried 4-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

B) Resolution - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving The 2026 Council Meeting Schedule; Providing For Implementation; And

Providing For An Effective Date.

**City Clerk Erika Gonzalez-Santamaria read Item 10B pulled by Councilman Perez-Crespo by title. After some clarification, Councilman Perez-Crespo moved to approve Item 10B. Councilman Santin seconded the motion, which carried 4-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Perez-Crespo and Mayor Fajet voting Yes.**

**11. Old Business: None at this time.**

**12. New Business: None at this time.**

**13. Other Business:**

A) Discussion on Special Election For Potential Charter Amendments Relating to NW 36th Street and Abraham Tract

**After some discussion, by general consensus of the City Council directed staff to make the necessary arrangements with Miami-Dade County Supervisor of Election to set a Special Election for April 7, 2026 and to prepare ballot language for voter consideration.**

**14. Reports & Recommendations:**

A) City Attorney

**City Attorney Roger Pou had no report at this time.**

B) City Manager

**City Manager JC Jimenez reported that renovations to the Council Chambers are being completed in-house by City staff, including carpentry, wall work, and upgrades to the dais and microphones. He stated that the City anticipates returning to the Council Chambers in February and acknowledged that new, reupholstered chairs will be installed upon completion. He noted that the holiday season has concluded and that updates to the City's holiday decorations will be needed for next year due to wear and age. The City Manager announced positive progress on a $500,000 federal earmark, explaining that the funding bill has passed the House and is currently before the Senate, with favorable expectations. He also provided an update on discussions with the Florida Department of Transportation regarding the Iron Triangle project, noting that multiple alternatives are under review and that a meeting with FDOT is tentatively scheduled for the 20th of the month.**

**Assistant City Manager Omar Luna stated that he had no formal items to report, but expressed his appreciation to Jim Borgman and Ron Gorlan for the opportunity to begin his career with the City approximately 16 years ago. He reflected on his growth with the City, his connection to the community, and his gratitude for the opportunity to serve as Assistant City Manager. He thanked City Manager JC Jimenez for the opportunity to serve**

**in his current role and expressed his passion for public service and commitment to supporting the Council and residents. He also acknowledged long-standing staff members and expressed confidence in the department's leadership and staff, noting his pride in the team and appreciation for the support he has received throughout his career.**

C) City Clerk

**City Clerk Erika Gonzalez had no report at this time.**

D) City Council

**Councilman Perez-Crespo expressed condolences to the family of Virginia Gardens Councilman Richard Block. He congratulated Assistant City Manager Omar Luna and Caitlin on their appointments, commending their professionalism and service, and thanked the City Manager for the decision. He congratulated local resident Charlie Zauer on the opening of a new ice cream shop and noted the addition of new businesses in the City, including Canela y Miel Gastro Bar and Steamy Lit Bookstore, which is expected to hold a ribbon-cutting later in the month. He highlighted the Miami Springs Woman's Club 10th Annual Community Health and Wellness Fair, scheduled for the 21st of the following month, and encouraged residents to attend. Lastly, he expressed enthusiasm for the City's upcoming Centennial events, including the gala, and encouraged residents to get involved and engage in the City's history and centennial activities.**

**Councilman Dion congratulated staff and announced that tickets for the Daddy-Daughter Dance will go on sale the following day through the Parks and Recreation Department. He also noted upcoming performances at the Pelican Playhouse, encouraging the community to attend and support local youth and the arts.**

**Councilman Santin expressed his support for the appointment of Assistant City Manager Omar Luna and Caitlin, commending their professionalism and thanking the City Manager for the decision. He also expressed appreciation that the Council Chambers dais renovations are being completed in-house, noting the cost savings to the City. He provided an update on the City's Centennial activities, stating that the City is approximately two-thirds of the way toward funding the Glenn Curtiss Legacy statue and monument. He highlighted upcoming Centennial events, including the Centennial Gala scheduled for February 7 and the Centennial Golf Tournament, known as the Curtiss Cup, scheduled for February 27, and encouraged residents to participate and stay engaged in the celebration of the City's history.**

**The Mayor recognized City Manager JC Jimenez and Public Works Director Juan Pena for the City being named a Tree City USA for the 28th consecutive year, noting the importance of the City's tree canopy and thanking staff and residents for their continued commitment. The Mayor also acknowledged the passing of Virginia Gardens Councilman Richard Block, recognizing his service as a veteran, his role in the war memorial, and his dedication as a servant leader. Lastly, the Mayor referenced upcoming Centennial activities and expressed support for the University of Miami Hurricanes Football team.**

## 15. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:45 p.m.

*Respectfully submitted:*

_____
*Erika Gonzalez, MMC*
*City Clerk*

*Adopted by the City Council on*
*This 26th day of January, 2026.*

_____
*Dr. Walter Fajet, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEECING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

**City of Miami Springs**
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

## CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

## STAFF REPORT

| | |
|---|---|
| **TO** | City Council |
| **FROM** | Joshua Nogareda, Senior Planner<br>Silvia Vargas, FAICP, Principal Planner<br>Calvin, Giordano & Associates, Inc.<br>Planning Consultant |
| **CC:** | City Manager, City Attorney |
| **DATE** | January 26, 2026 |
| **SUBJECT** | Zoning Map and Zoning Text Amendment– 201 Curtiss Parkway |

| | |
|---|---|
| **Case Nos.** | Text Amendment: 03-ZP-25<br>Map Amendment: 04-ZP-25 |
| **Applicant(s)** | Fairhaven Propco LLC ("Applicant") |
| **Address** | 201 Curtiss Parkway (collectively, "the Property") |
| **Folio Number(s)** | 05-3119-010-2480 & 05-3119-010-0620 |
| **Current Future Land Use** | Medical/Residential: 05-3119-010-2480<br>Single-Family Residential: 05-3119-010-0620<br>Note: Concurrent application to redesignate the Single-Family Residential parcel to Medical-Residential was approved by City Council on 1st reading on November 11, 2025 |
| **Current Zoning District** | R-3C MULTIPLE FAMILY MEDIUM DENSITY |

### Property

Located at 201 Curtiss Parkway, the subject property (the "Property") is comprised of seven (7) parcels, totaling approximately ±6.86 net acres located at 201 Curtiss Parkway, including the properties zoned R-3C Multiple Family Residential, Medium Density identified by Folio Nos. 05-3119-010-2480 and 05-3119-010-0620, and R-1B Single-Family Residential for parcels identified by Folio Nos. 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630, and 05-3119-010-0680.

The Property, licensed as a nursing home facility with a maximum capacity of 329 beds, operates as the Miami Springs Skilled Nursing and Rehabilitation Center. The site includes approximately forty-four (44) parking spaces.

Importantly, the site houses the original Miami Springs Hotel, also known as the Country Club Hotel, which was developed in 1927. This building is a designated historic structure under the City's regulations.

The full legal description, including all seven parcels, is the following:

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

Of the seven parcels listed above, only Parcels 4 and 5 (identified by Folio Nos. 05-3119-010-2480 and 05-3119-010-0620) are proposed for rezoning as part of the current request. Figure 1. *Site Aerial Map* provides a visual reference of the Property layout and surrounding context.

**Figure 1. Site Aerial Map**

**Site Aerial Map**

201 Curtiss Parkway

Date: 5/12/2025

0 100 Feet

## Proposal Summary

The Applicant initially requested a zoning change for all seven (7) parcels, seeking to rezone them into a district that permits nursing, convalescent, and extended-care homes in order to accommodate the existing licensed nursing home facility. [1]

The Zoning and Planning Board (the "Board") considered the original request on December 2, 2025. Instead of approving the application as submitted, the Board voted to recommend that the City Council create a new zoning district specifically tailored to the Applicant's requested uses. On December 8, 2025, the City Council accepted the Board's recommendation.

Accordingly, at the direction of the City Council, the Applicant now proposes a Zoning Code Text Amendment to create Section 150-081, MRC – Medical and Residential Care District, establishing a new zoning district and associated development standards for nursing, convalescent, and extended-care homes.

Simultaneously, the applicant is requesting a Zoning Map Amendment to rezone the two indicated parcels, identified by Folio numbers 05-3119-010-2480 and 05-3119-010-0620 from R-3C - Multiple Family Residential, Medium Density zoning to the new MRC - Medical and Residential Care District zoning.

It is noted that the public right-of-way for Reinette Drive separates these two parcels from the remaining parcels that comprise the Applicant's Property.

The Property's existing zoning and proposed zoning reclassification are presented on the next pages.

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[1] The Applicant has also separately applied for: **(a) Site Plan Review** for the proposed redevelopment of the Property which will include renovation of the existing structures, construction of a new three-story building, and the development of a new surface parking lot to support the expanded use; **(b) Future Land Use Map (FLUM) amendment** to redesignate one parcel to the Medical/Residential category; and **(c) two Certificates of Appropriateness** from the City's Historic Preservation Board to approve the rehabilitation of existing structures and the proposed new development.

This Staff Report examines only the proposed Zoning Map and Zoning Code Text Amendments. Both requests are contingent upon the adoption of the FLUM amendment, which was considered on 1st reading by Council at their November 11th, 2025, meeting. The Site Plan Approval will be considered by Council separately, and its approval is contingent upon the FLUM, the Zoning Map and the Text Amendments all being approved by Council.

The Historic Preservation Board considered and approved both requested Certificates of Appropriateness with conditions at its September and October 2025 meetings.

## Property History

The property located at 201 Curtiss Parkway was originally developed in 1927 as the Hotel Country Club aka Pueblo Hotel by aviation pioneer Glenn H. Curtiss. In 1930, the Property was sold to Dr. John Harvey Kellogg, who converted the hotel into the Miami-Battle Creek Sanitarium, a health resort focused on therapeutic wellness and lifestyle medicine. During World War II, the facility was leased to the Air Transport Command for use as a convalescent facility for military personnel. After the war, it reverted to the Kellogg operation and continued functioning as a wellness center.

In 1959, the site was sold to the Palms Spa Corporation and remained in health-related use. Over time, the Property transitioned into a senior care facility and changed ownership several times—first to Lutheran Services for the Elderly, and later to Fair Havens Realty Corp. LLC. In 2019, the Property was acquired by Fair Havens PropCo LLC, which continues to operate the site as the Miami Springs Nursing & Rehabilitation Center, a licensed 329-bed nursing facility.

The original hotel building, located at the northwest corner of the site, was formally designated a Historic Site by the City of Miami Springs Historic Preservation Board on February 23, 1984, pursuant to the City's Historic Preservation Ordinance. The property has seen several expansions throughout its history. The Kellogg Wing, added in the 1930s, marked the transition from hotel to sanitarium, while additional buildings constructed along Navarre Boulevard in the 1970s supported its long-term use as a nursing home.

Today, the site continues to serve as a nursing and rehabilitation center, providing 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds for a total of 329 beds. However, like many similar older facilities, the Miami Springs Nursing & Rehabilitation Center experienced operational challenges during the COVID-19 pandemic related to room occupancy and shared accommodations. Although the facility is licensed for the number of beds it provides, the current buildings do not adequately meet modern healthcare standards that prioritize patient privacy, infection control, and quality of care.

To address these concerns, the applicant, in a separate application seeking Site Plan approval, proposes to relocate 117 of the existing licensed beds into new rooms within a three-story addition. The proposal does **not** increase the total number of beds; rather, it seeks to redistribute existing capacity.

**Figure 2. Zoning Map - Existing:**

**Figure 3. Zoning Map - Proposed:**

The current zoning district includes the following standards:

**R-3C Multiple-family Residential District (Sec. 150-062):**

- Uses permitted: Any use permitted in the R-3A district (which include any use permitted in the R-1A district, multiple-family dwelling and apartment house not to exceed seven units, and hotels with restrictions); guest houses, tourists homes, boarding and lodging houses not to exceed 30 units; signs and parking in accordance with the respective provisions in the Code. Uses permitted in the R-1A district include single-family dwellings, conforming to the regulations for the district.
- Maximum building height: 40 feet or three stories.
- Minimum building site area: varies; for a two-family dwelling, 10,000 square feet per family unit; for a multiple-family dwelling, 2,400 square feet per family unit.
- Minimum front footage: 75 feet.
- Maximum lot coverage: 30 percent.
- Minimum floor area for multifamily: 600 sq. ft. per one bedroom unit; 750 sq. ft. per two-bedroom unit; 900 sq. t. per three-bedroom unit.
  Minimum setbacks:
  - Front yard: 30 feet.
  - Side yard: 10% of the average width of the lot or parcel. However, where any lot or parcel of property in this district adjoins a single-family residential district, the side yards must be at least 15 feet for a single-story structure, 20 feet for a 2-story structure; and 25 feet for a 3-story structure. Also, in that situation, off-street parking shall not go into the required side yards.
  - Rear yard: 20 feet.
- Screening/buffering: A minimum of 5 feet along any boundary of any lot or parcel of property which adjoins a residential district.

The Applicant proposes to amend the zoning code to create Section 150-081, MRC – Medical and Residential Care District, establishing the MRC Zoning District and associated development standards, with changes proposed as follows (text additions proposed by the Applicant are reflected in underline):

**Sec. 150-081. MRC - Medical and residential care district.**

(A) Purpose. There shall be a medical and residential care district, MRC, established for facilities that provide long-term care and supportive services to individuals with chronic medical conditions, mobility or physical impairments, or age-related needs that require assistance with daily living.

(B) Uses permitted. Nursing, convalescent, and extended-care homes; assisted living facilities; and accessory uses and structures that are clearly incidental, subordinate, and customarily associated to a permitted principal use; that do not exist independently of

such principal use; and that exist to serve the needs of patients, residents, or visitors of the facility.

(C) Building site area required. The minimum building site area required shall be a lot or parcel of land 22,000 square feet in area.

(D) Building height. The maximum building height shall be forty (40) feet or three (3) stories. Elevator and mechanical equipment projections may extend above the main structure, provided such features do not exceed ten (10) feet above the height of the parapet. All rooftop mechanical equipment shall be fully screened from adjacent properties.

(G) Building setbacks.

(1) All yards facing a street: fifteen (15) feet.

(2) Side yards: fifteen (15) feet.

(3) Rear yard: fifteen (15) feet.

(H) Residential buffer. The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of sixty (60) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

(I) Parking. At least one (1) parking space for each two (2) beds for patients contained in such buildings.

(J) Pervious Pavement. Where feasible, all parking areas shall be constructed with pervious pavement systems, such as approved grid or cell systems, permeable pavers, pervious concrete, or porous asphalt capable of providing a minimum surface infiltration rate of at least 1.5 inches per hour (ASTM C1701 or equivalent). Native soils shall demonstrate an exfiltration rate of at least 0.5 inches per hour, or the system shall incorporate an engineered underdrain, subject to approval by the City Manager or designee.

(K) Pervious Surface. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(L) Lot Coverage. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

(M) Generators. A permanent emergency generator shall be required at any nursing, convalescent, or extended-care home. The installation of the required generator shall be subject to all permit requirements and shall be inspected and approved by the city and installed prior to the issuance of a certificate of use. The permanent generator shall have sufficient operating capacity, and either sufficient on-site fuel storage capacity (with sufficient fuel) or a continuous fuel source by means of permanently installed

infrastructure providing fuel to the site of the facility, to provide power to all permanently installed electrical power systems at the facility, as well as all medical equipment necessary to sustain life and health of patients and all residents and to power HVAC systems to maintain a temperature at or below 81 degrees Fahrenheit for at least 96 hours after a power outage, and a 72-hour supply of fuel on-site.

(N) Signs. See Signs, § 150-030. Nursing, convalescent and extended-care homes shall also have at a minimum the term "Nursing Home," "Convalescent Home" or "Extended-Care Home," as applicable, located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of residence or facility in letters of no less than six (6) inches high and no more than what § 150-035 allows.

(O) Existing Nonconforming Historic Structures. Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks, encroachments, and building height. Subject to the approval of the Historic Preservation Board, historic elements that exceed maximum building height limits may be re-introduced to historically-designated structures.

## Staff Analysis

The zoning petition process requires the Applicant to demonstrate that the proposed use is consistent with the goals, objectives, and policies of the City, compatible with the character and purpose of the surrounding zoning designations and would not create unfavorable conditions that could affect the public health, safety, and welfare of the City and its residents.

Staff reviewed the proposed amendments and find that, contingent upon the approval of the associated Future Land Use Map (FLUM) amendment, the request to rezone and amend the regulations of the proposed zoning would be consistent with the City's Comprehensive Plan and Zoning Code. The applicant proposes to rezone two (2) parcels from R-3C (Multiple Family Residential, Medium Density) to MRC (Medical and Residential Care District). If the FLUM amendment is approved and the Medical/Residential designation is applied to all seven parcels, the proposed zoning would establish consistency between the Future Land Use Map and the Zoning Map.

The MRC District, as it would be defined in the proposed new Section 150-081 of the Zoning Code, will allow uses such as "nursing, convalescent, [and] extended-care homes," and provides a more appropriate zoning classification for the existing, legally nonconforming use operating on the site.

The intent of the proposed text amendment is to provide clearer development standards specifically for nursing and extended-care homes, supporting regulatory consistency for this project and potential future similar uses in the city. This amendment introduces improved, context-protective standards for the specific uses they regulate, including parking, lot coverage, impervious area, and buffering requirements that are not present today.

Any compatibility concerns will be addressed through the concurrent Site Plan Review process submitted as part of the development application.

### Recommendations

Staff recommend **approval** of the Zoning Map Amendment, subject to the approval of the Future Land Use Map amendment, as the request:

1. Would align the site's zoning with the proposed Medical/Residential land use designation.
2. Supports the integration of a nonconforming use into a compatible, conforming zoning district.
3. Aligns with the goals, objectives, and policies of the City's Comprehensive Plan.
4. Is not anticipated to adversely affect the public health, safety, or welfare.

Staff also recommend **approval** of the Zoning Code Text Amendment.

## Attachments

The following documents are attached to this report as reference to the Application.

1. Application (On file, available via the City Clerk's office)
2. Ordinance Amending Zoning Map
3. Ordinance Approving Zoning Text Amendment
4. Proposed Text Amendment – Exhibit A to Ordinance Approving Text Amendment (Applicant proposal)

**ORDINANCE NO. 2025-_____**

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY ±5.49 NET ACRES OF PROPERTY LOCATED AT 201 CURTISS PARKWAY AND DESIGNATED PROPERTY FOLIO NOS. 05-3119-010-2480 AND 05-3119-010-0620, FROM R-3C MULTIPLE FAMILY RESIDENTIAL, MEDIUM DENSITY TO MRC MEDICAL AND RESIDENTIAL CARE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Fairhaven Propco LLC (the "Applicant") has submitted an application requesting a change to the existing zoning classification of approximately ±5.49 net acres of property located at 201 Curtiss Parkway, more particularly identified by Property Folio Numbers 05-3119-010-2480 and 05-3119-010-0620 (the "Property"), as legally described in Exhibit "A" attached hereto; and

**WHEREAS,** the Property is presently zoned R-3C Multiple Family Residential, Medium Density for the parcels identified by Folio Numbers 05-3119-010-2480 and 05-3119-010-0620; and

**WHEREAS,** the Application seeks to change the existing zoning classification for the Property from R-3C Multiple Family Residential, Medium Density, to the MRC Medical and Residential Care District in order to place the existing licensed nursing home facility into a zoning district in which nursing, convalescent, and extended-care homes are permitted uses (the "Application"); and

**WHEREAS,** after careful review and deliberation of the Application, City staff has determined that, subject to the approval of the associated Future Land Use Map amendment, the proposed rezoning is consistent with the City's Comprehensive Plan and in compliance with the City Code of Ordinances (the "Code"), and recommends approval, as set forth in the Staff Report dated January 26, 2026 and

**WHEREAS,** after a duly noticed public hearing on January 26, 2026, the Zoning and Planning Board (the "Board") considered presentations by the Applicant and the City, the Application, the Staff Report, and other evidence entered into the record, and, based

upon competent substantial evidence, voted to recommend [approval / approval with conditions / denial] of the Application; and

**WHEREAS,** pursuant to Section 163.3174(4), Florida Statutes, the City Council, sitting as the Local Planning Agency, held a duly advertised public hearing on ___, 2026, and recommended [approval / approval with conditions / denial] of the Application; and

**WHEREAS,** on _____, 2026, the City Council conducted a duly noticed public hearing for first reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

**WHEREAS,** on _____, 2026, the City Council conducted a duly noticed public hearing for second reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

**WHEREAS,** the Mayor and City Council find that the proposed Application to change the zoning classification of the Property [is / is not] consistent with Florida Law, the City's Comprehensive Plan, and City Code, [furthers / does not further] the purpose, policies, and intent of same, and [is / is not] in the best interest of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Decision.** The City Council hereby [approves / approves with conditions / denies] the Application requesting a change to the existing zoning classification for the Property from R-3C Multiple Family Residential, Medium Density, to MRC Medical and Residential Care District, as legally described in Exhibit "A" attached hereto and incorporated herein.

**Section 3. Authorization.** That the City Manager, by and through the Director of Zoning and Planning, is authorized to make the necessary changes to the City's Official

Zoning Map to reflect the change in zoning classification for the Property approved by this Ordinance.

**Section 4.** **Recording.** The City, or the Applicant if so requested by the City Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

**Section 5.** **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 6.** **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7.** **Effective Date.** That this Ordinance shall become effective immediately adoption on Second Reading in accordance with law.

**PASSED ON FIRST READING** on the ____ day of _____, 2026, on a motion made by _____ and seconded by _____.

**PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2026, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Orlando Lamas | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |

_____
WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

# Exhibit “A”

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

**ORDINANCE NO. 2026-_____**

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, CREATING SECTION 150-081 OF THE CITY'S CODE OF ORDINANCES TO CREATE A NEW MEDICAL AND RESIDENTIAL CARE (MRC) ZONING DISTRICT PERMITTING NURSING, CONVALESCENT, AND EXTENDED-CARE HOMES; ASSISTED LIVING FACILITIES; AND ACCESSORY USES AND STRUCTURES INCIDENTAL THERETO AND ESTABLISH DEVELOPMENT PARAMETERS GOVERNING DEVELOPMENT IN THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations and procedures to implement municipal goals and objectives; and

**WHEREAS,** the City Council seeks to clarify and strengthen the provisions applicable to nursing homes, convalescent, and extended-care homes; and

**WHEREAS,** Fairhaven Propco LLC (the "Applicant") has submitted a petition for a zoning text amendment to the City's Code of Ordinances requesting the creation of a new Medical and Residential Care (MRC) zoning district in accordance with the applicable procedures of the City's Zoning Code; and

**WHEREAS,** to achieve this objective, the Council has determined that the amendments set forth in Exhibit A attached hereto and incorporated herein should be adopted; and

**WHEREAS,** on _____, 2026, the Council convened in its capacity as the Local Planning Agency and recommended [approval/approval with modifications/denial] of the proposed Ordinance; and

**WHEREAS**, after reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations [are/are not] in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

**WHEREAS**, the City Council finds that this Ordinance [is/is not] in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Amending Code.** That the Code of Ordinances of the City of Miami Springs, Florida, is hereby amended by creating Section 150-081, which shall read as follows: See Exhibit A attached hereto and incorporated herein.

**Section 3. Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Codification.** That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or realtered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

**PASSED ON FIRST READING** on the _ day of _____, 2026, on a motion made by _____ and seconded by _____.

**PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2026, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Orlando Lamas | _____ |
| Councilmember Fabian Perez-Crespo | _____ |

Councilmember Jorge Santin _____

_____
WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**Exhibit “A”**

*(See attached)*

# *ARTICLE VIII. OFFICE DISTRICT*

## Sec. 150-081. MRC - Medical and residential care district.

(A) *Purpose.* There shall be a medical and residential care district, MRC, established for facilities that provide long-term care and supportive services to individuals with chronic medical conditions, mobility or physical impairments, or age-related needs that require assistance with daily living.

(B) *Uses permitted.* Nursing, convalescent, and extended-care homes; assisted living facilities; and accessory uses and structures that are clearly incidental, subordinate, and customarily associated to a permitted principal use; that do not exist independently of such principal use; and that exist to serve the needs of patients, residents, or visitors of the facility.

(C) *Building site area required*. The minimum building site area required shall be a lot or parcel of land 22,000 square feet in area.

(D) *Building height.* The maximum building height shall be forty (40) feet or three (3) stories. Elevator and mechanical equipment projections may extend above the main structure, provided such features do not exceed ten (10) feet above the height of the parapet. All rooftop mechanical equipment shall be fully screened from adjacent properties.

(G) *Building setbacks*.

(1) All yards facing a street: fifteen (15) feet.

(2) Side yards: fifteen (15) feet.

(3) Rear yard: fifteen (15) feet.

(H) *Residential buffer*. The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of sixty (60) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

(I) *Parking*. At least one (1) parking space for each two (2) beds for patients contained in such buildings.

(J) *Pervious Pavement*. Where feasible, all parking areas shall be constructed with pervious pavement systems, such as approved grid or cell systems, permeable pavers, pervious concrete, or porous asphalt capable of providing a minimum surface infiltration rate of at least 1.5 inches per hour (ASTM C1701 or equivalent). Native soils shall demonstrate an exfiltration rate of at least 0.5 inches per hour, or the system shall incorporate an engineered underdrain, subject to approval by the City Manager or designee.

(K) *Pervious Surface*. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(L) *Lot Coverage*. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

(M) *Generators*. A permanent emergency generator shall be required at any nursing, convalescent, or extended-care home. The installation of the required generator shall be subject to all permit requirements and shall be inspected and approved by the city and installed prior to the issuance of a certificate of use. The permanent generator shall have sufficient operating capacity, and either sufficient on-site fuel storage capacity (with sufficient fuel) or a continuous fuel source by means of permanently installed infrastructure providing fuel to the site of the facility, to provide power to all permanently installed electrical power systems at the facility, as well as all medical equipment necessary to sustain life and health of patients and all residents and to power

HVAC systems to maintain a temperature at or below 81 degrees Fahrenheit for at least 96 hours after a power outage, and a 72-hour supply of fuel on-site.

(N) *Signs*. See Signs, § 150-030. Nursing, convalescent and extended-care homes shall also have at a minimum the term "Nursing Home," "Convalescent Home" or "Extended-Care Home," as applicable, located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of residence or facility in letters of no less than six (6) inches high and no more than what § 150-035 allows.

(O) *Existing Nonconforming Historic Structures.* Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks, encroachments, and building height. Subject to the approval of the Historic Preservation Board, historic elements that exceed maximum building height limits may be re-introduced to historically-designated structures.

Draft

**City of Miami Springs**
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

## CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

## STAFF REPORT

| | |
|---|---|
| **TO** | City Council |
| **FROM** | Joshua Nogareda, Senior Planner<br>Silvia Vargas, FAICP, Principal Planner<br>Calvin, Giordano & Associates, Inc.<br>Planning Consultant |
| **CC:** | City Manager, City Attorney |
| **DATE** | January 26, 2026 |
| **SUBJECT** | Zoning Map and Zoning Text Amendment– 201 Curtiss Parkway |

| | |
|---|---|
| **Case Nos.** | Text Amendment: 03-ZP-25<br>Map Amendment: 04-ZP-25 |
| **Applicant(s)** | Fairhaven Propco LLC ("Applicant") |
| **Address** | 201 Curtiss Parkway (collectively, "the Property") |
| **Folio Number(s)** | 05-3119-010-2480 & 05-3119-010-0620 |
| **Current Future Land Use** | Medical/Residential: 05-3119-010-2480<br>Single-Family Residential: 05-3119-010-0620<br>Note: Concurrent application to redesignate the Single-Family Residential parcel to Medical-Residential was approved by City Council on 1st reading on November 11, 2025 |
| **Current Zoning District** | R-3C MULTIPLE FAMILY MEDIUM DENSITY |

### Property

Located at 201 Curtiss Parkway, the subject property (the "Property") is comprised of seven (7) parcels, totaling approximately ±6.86 net acres located at 201 Curtiss Parkway, including the properties zoned R-3C Multiple Family Residential, Medium Density identified by Folio Nos. 05-3119-010-2480 and 05-3119-010-0620, and R-1B Single-Family Residential for parcels identified by Folio Nos. 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630, and 05-3119-010-0680.

The Property, licensed as a nursing home facility with a maximum capacity of 329 beds, operates as the Miami Springs Skilled Nursing and Rehabilitation Center. The site includes approximately forty-four (44) parking spaces.

Importantly, the site houses the original Miami Springs Hotel, also known as the Country Club Hotel, which was developed in 1927. This building is a designated historic structure under the City's regulations.

The full legal description, including all seven parcels, is the following:

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

Of the seven parcels listed above, only Parcels 4 and 5 (identified by Folio Nos. 05-3119-010-2480 and 05-3119-010-0620) are proposed for rezoning as part of the current request. Figure 1. *Site Aerial Map* provides a visual reference of the Property layout and surrounding context.

**Figure 1. Site Aerial Map**

**Site Aerial Map**

201 Curtiss Parkway

Date: 5/12/2025

0 100 Feet

## Proposal Summary

The Applicant initially requested a zoning change for all seven (7) parcels, seeking to rezone them into a district that permits nursing, convalescent, and extended-care homes in order to accommodate the existing licensed nursing home facility. [1]

The Zoning and Planning Board (the "Board") considered the original request on December 2, 2025. Instead of approving the application as submitted, the Board voted to recommend that the City Council create a new zoning district specifically tailored to the Applicant's requested uses. On December 8, 2025, the City Council accepted the Board's recommendation.

Accordingly, at the direction of the City Council, the Applicant now proposes a Zoning Code Text Amendment to create Section 150-081, MRC – Medical and Residential Care District, establishing a new zoning district and associated development standards for nursing, convalescent, and extended-care homes.

Simultaneously, the applicant is requesting a Zoning Map Amendment to rezone the two indicated parcels, identified by Folio numbers 05-3119-010-2480 and 05-3119-010-0620 from R-3C - Multiple Family Residential, Medium Density zoning to the new MRC - Medical and Residential Care District zoning.

It is noted that the public right-of-way for Reinette Drive separates these two parcels from the remaining parcels that comprise the Applicant's Property.

The Property's existing zoning and proposed zoning reclassification are presented on the next pages.

---

[1] The Applicant has also separately applied for: **(a) Site Plan Review** for the proposed redevelopment of the Property which will include renovation of the existing structures, construction of a new three-story building, and the development of a new surface parking lot to support the expanded use; **(b) Future Land Use Map (FLUM) amendment** to redesignate one parcel to the Medical/Residential category; and **(c) two Certificates of Appropriateness** from the City's Historic Preservation Board to approve the rehabilitation of existing structures and the proposed new development.

This Staff Report examines only the proposed Zoning Map and Zoning Code Text Amendments. Both requests are contingent upon the adoption of the FLUM amendment, which was considered on 1st reading by Council at their November 11th, 2025, meeting. The Site Plan Approval will be considered by Council separately, and its approval is contingent upon the FLUM, the Zoning Map and the Text Amendments all being approved by Council.

The Historic Preservation Board considered and approved both requested Certificates of Appropriateness with conditions at its September and October 2025 meetings.

## Property History

The property located at 201 Curtiss Parkway was originally developed in 1927 as the Hotel Country Club aka Pueblo Hotel by aviation pioneer Glenn H. Curtiss. In 1930, the Property was sold to Dr. John Harvey Kellogg, who converted the hotel into the Miami-Battle Creek Sanitarium, a health resort focused on therapeutic wellness and lifestyle medicine. During World War II, the facility was leased to the Air Transport Command for use as a convalescent facility for military personnel. After the war, it reverted to the Kellogg operation and continued functioning as a wellness center.

In 1959, the site was sold to the Palms Spa Corporation and remained in health-related use. Over time, the Property transitioned into a senior care facility and changed ownership several times—first to Lutheran Services for the Elderly, and later to Fair Havens Realty Corp. LLC. In 2019, the Property was acquired by Fair Havens PropCo LLC, which continues to operate the site as the Miami Springs Nursing & Rehabilitation Center, a licensed 329-bed nursing facility.

The original hotel building, located at the northwest corner of the site, was formally designated a Historic Site by the City of Miami Springs Historic Preservation Board on February 23, 1984, pursuant to the City's Historic Preservation Ordinance. The property has seen several expansions throughout its history. The Kellogg Wing, added in the 1930s, marked the transition from hotel to sanitarium, while additional buildings constructed along Navarre Boulevard in the 1970s supported its long-term use as a nursing home.

Today, the site continues to serve as a nursing and rehabilitation center, providing 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds for a total of 329 beds. However, like many similar older facilities, the Miami Springs Nursing & Rehabilitation Center experienced operational challenges during the COVID-19 pandemic related to room occupancy and shared accommodations. Although the facility is licensed for the number of beds it provides, the current buildings do not adequately meet modern healthcare standards that prioritize patient privacy, infection control, and quality of care.

To address these concerns, the applicant, in a separate application seeking Site Plan approval, proposes to relocate 117 of the existing licensed beds into new rooms within a three-story addition. The proposal does **not** increase the total number of beds; rather, it seeks to redistribute existing capacity.

**Figure 2. Zoning Map - Existing:**

**Figure 3. Zoning Map - Proposed:**

The current zoning district includes the following standards:

**R-3C Multiple-family Residential District (Sec. 150-062):**

- Uses permitted: Any use permitted in the R-3A district (which include any use permitted in the R-1A district, multiple-family dwelling and apartment house not to exceed seven units, and hotels with restrictions); guest houses, tourists homes, boarding and lodging houses not to exceed 30 units; signs and parking in accordance with the respective provisions in the Code. Uses permitted in the R-1A district include single-family dwellings, conforming to the regulations for the district.
- Maximum building height: 40 feet or three stories.
- Minimum building site area: varies; for a two-family dwelling, 10,000 square feet per family unit; for a multiple-family dwelling, 2,400 square feet per family unit.
- Minimum front footage: 75 feet.
- Maximum lot coverage: 30 percent.
- Minimum floor area for multifamily: 600 sq. ft. per one bedroom unit; 750 sq. ft. per two-bedroom unit; 900 sq. t. per three-bedroom unit.
  Minimum setbacks:
  - Front yard: 30 feet.
  - Side yard: 10% of the average width of the lot or parcel. However, where any lot or parcel of property in this district adjoins a single-family residential district, the side yards must be at least 15 feet for a single-story structure, 20 feet for a 2-story structure; and 25 feet for a 3-story structure. Also, in that situation, off-street parking shall not go into the required side yards.
  - Rear yard: 20 feet.
- Screening/buffering: A minimum of 5 feet along any boundary of any lot or parcel of property which adjoins a residential district.

The Applicant proposes to amend the zoning code to create Section 150-081, MRC – Medical and Residential Care District, establishing the MRC Zoning District and associated development standards, with changes proposed as follows (text additions proposed by the Applicant are reflected in underline):

**Sec. 150-081. MRC - Medical and residential care district.**

(A) Purpose. There shall be a medical and residential care district, MRC, established for facilities that provide long-term care and supportive services to individuals with chronic medical conditions, mobility or physical impairments, or age-related needs that require assistance with daily living.

(B) Uses permitted. Nursing, convalescent, and extended-care homes; assisted living facilities; and accessory uses and structures that are clearly incidental, subordinate, and customarily associated to a permitted principal use; that do not exist independently of

such principal use; and that exist to serve the needs of patients, residents, or visitors of the facility.

(C) Building site area required. The minimum building site area required shall be a lot or parcel of land 22,000 square feet in area.

(D) Building height. The maximum building height shall be forty (40) feet or three (3) stories. Elevator and mechanical equipment projections may extend above the main structure, provided such features do not exceed ten (10) feet above the height of the parapet. All rooftop mechanical equipment shall be fully screened from adjacent properties.

(G) Building setbacks.

(1) All yards facing a street: fifteen (15) feet.

(2) Side yards: fifteen (15) feet.

(3) Rear yard: fifteen (15) feet.

(H) Residential buffer. The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of sixty (60) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

(I) Parking. At least one (1) parking space for each two (2) beds for patients contained in such buildings.

(J) Pervious Pavement. Where feasible, all parking areas shall be constructed with pervious pavement systems, such as approved grid or cell systems, permeable pavers, pervious concrete, or porous asphalt capable of providing a minimum surface infiltration rate of at least 1.5 inches per hour (ASTM C1701 or equivalent). Native soils shall demonstrate an exfiltration rate of at least 0.5 inches per hour, or the system shall incorporate an engineered underdrain, subject to approval by the City Manager or designee.

(K) Pervious Surface. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(L) Lot Coverage. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

(M) Generators. A permanent emergency generator shall be required at any nursing, convalescent, or extended-care home. The installation of the required generator shall be subject to all permit requirements and shall be inspected and approved by the city and installed prior to the issuance of a certificate of use. The permanent generator shall have sufficient operating capacity, and either sufficient on-site fuel storage capacity (with sufficient fuel) or a continuous fuel source by means of permanently installed

infrastructure providing fuel to the site of the facility, to provide power to all permanently installed electrical power systems at the facility, as well as all medical equipment necessary to sustain life and health of patients and all residents and to power HVAC systems to maintain a temperature at or below 81 degrees Fahrenheit for at least 96 hours after a power outage, and a 72-hour supply of fuel on-site.

(N) Signs. See Signs, § 150-030. Nursing, convalescent and extended-care homes shall also have at a minimum the term "Nursing Home," "Convalescent Home" or "Extended-Care Home," as applicable, located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of residence or facility in letters of no less than six (6) inches high and no more than what § 150-035 allows.

(O) Existing Nonconforming Historic Structures. Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks, encroachments, and building height. Subject to the approval of the Historic Preservation Board, historic elements that exceed maximum building height limits may be re-introduced to historically-designated structures.

## Staff Analysis

The zoning petition process requires the Applicant to demonstrate that the proposed use is consistent with the goals, objectives, and policies of the City, compatible with the character and purpose of the surrounding zoning designations and would not create unfavorable conditions that could affect the public health, safety, and welfare of the City and its residents.

Staff reviewed the proposed amendments and find that, contingent upon the approval of the associated Future Land Use Map (FLUM) amendment, the request to rezone and amend the regulations of the proposed zoning would be consistent with the City's Comprehensive Plan and Zoning Code. The applicant proposes to rezone two (2) parcels from R-3C (Multiple Family Residential, Medium Density) to MRC (Medical and Residential Care District). If the FLUM amendment is approved and the Medical/Residential designation is applied to all seven parcels, the proposed zoning would establish consistency between the Future Land Use Map and the Zoning Map.

The MRC District, as it would be defined in the proposed new Section 150-081 of the Zoning Code, will allow uses such as "nursing, convalescent, [and] extended-care homes," and provides a more appropriate zoning classification for the existing, legally nonconforming use operating on the site.

The intent of the proposed text amendment is to provide clearer development standards specifically for nursing and extended-care homes, supporting regulatory consistency for this project and potential future similar uses in the city. This amendment introduces improved, context-protective standards for the specific uses they regulate, including parking, lot coverage, impervious area, and buffering requirements that are not present today.

Any compatibility concerns will be addressed through the concurrent Site Plan Review process submitted as part of the development application.

### Recommendations

Staff recommend **approval** of the Zoning Map Amendment, subject to the approval of the Future Land Use Map amendment, as the request:

1. Would align the site's zoning with the proposed Medical/Residential land use designation.
2. Supports the integration of a nonconforming use into a compatible, conforming zoning district.
3. Aligns with the goals, objectives, and policies of the City's Comprehensive Plan.
4. Is not anticipated to adversely affect the public health, safety, or welfare.

Staff also recommend **approval** of the Zoning Code Text Amendment.

## Attachments

The following documents are attached to this report as reference to the Application.

1. Application (On file, available via the City Clerk's office)
2. Ordinance Amending Zoning Map
3. Ordinance Approving Zoning Text Amendment
4. Proposed Text Amendment – Exhibit A to Ordinance Approving Text Amendment (Applicant proposal)

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

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August 18, 2025

VIA ELECTRONIC MAIL

Ms. Silvia Vargas
City of Miami Springs
Zoning & Planning Department
201 Westward Drive
Miami Springs, FL 33166

Re: Updated Letter of Intent for the Miami Springs Nursing and Rehab Center Property Located at 201 Curtiss Parkway, Miami Springs, Florida

Dear Ms. Vargas,

This firm represents Fairhaven Propco LLC (the "Applicant"), the owner of the Miami Springs Nursing and Rehab Center located at 201 Curtiss Parkway (the "Property") in the City of Miami Springs (the "City"). This letter shall serve as the Applicant's updated letter of intent in connection with the following requests: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) phased site plan review, and (v) certificate of appropriateness.

The approval of the requests will allow the Applicant to realize the most significant set of operational improvements to the Property in half a century, with no increase in the number of patient beds. In sum, the proposed redevelopment will improve the lives of the Center's patients, set the Property on a path for continued success for its second century, and markedly improve the Center's parking and access.

Property Description. The Property is arguably the most well-known commercial site in the City. The site houses the original Miami Springs Hotel Country Club Hotel building, which was developed in 1927 and is a designated historic structure under the City's regulations. The original Hotel building was later joined by expansions developed in the 1930s (the Kellogg wing) when the hotel use was turned into a sanitarium and 1970s (the three buildings along Navarre Boulevard) when the site had already been

operating as a nursing home for decades. To date, there has not been an effort to comprehensively modernize the access and parking for the Property since its original construction. The existing nursing home use is licensed for 329 beds. The current number of parking spaces on the site is approximately forty-four (44).

The Property is comprised of seven parcels, totaling approximately 6.86 net acres in size. See Figure 1, Aerial, below. The Property consists of various lots on Blocks 96 and 97 recorded in the Public Records of Miami-Dade County Plat Book 10 at Page 79 (the "Plat"). For ease of reference, a summary of each parcel's property information is shown below, reflecting the associated Folio number, plat information, and square footage of each parcel. See Figure 2, Property Information, below.

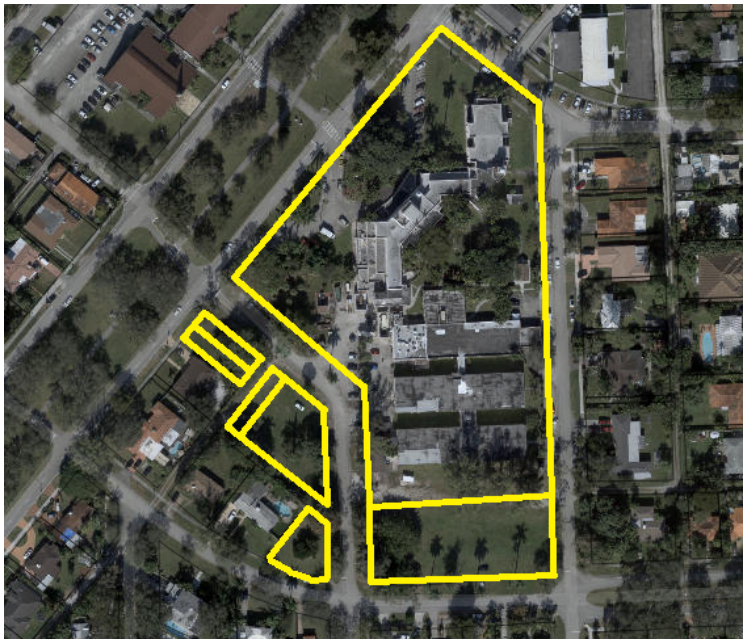

**Figure 1. Aerial**

| Property Information Summary | | |
|---|---|---|
| **Folio No.** | **Plat Information** | **Square Feet** |
| 05-3119-010-2480 | Block 96, Lot 116 | 196,553 |
| 05-3119-010-0620 | Block 96, Lots 1-10 | 42,588 |
| 05-3119-010-0630 | Block 97, Lot 1 | 2,800 |
| 05-3119-010-0640 | Block 97, Lot 2 | 2,800 |
| 05-3119-010-0680 | Block 97, Lot 18 | 10,768 |
| 05-3119-010-0690 | Block 92, Lot 21 | 2,725 |
| 05-3119-013-1010 | Blcok 97, Tract B | 18,639 |

**Figure 2. Property Information**

Land Use. The majority of the Property is designated Medical/Residential under the City's Future Land Use Map, while some portions are designated Single Family Residential. See Figure 3, below. Specifically, the parcels with Folio numbers 05-3119-010-0620 and 05-3119-010-0680 are designated Single Family Residential, while the rest are Medical/Residential.

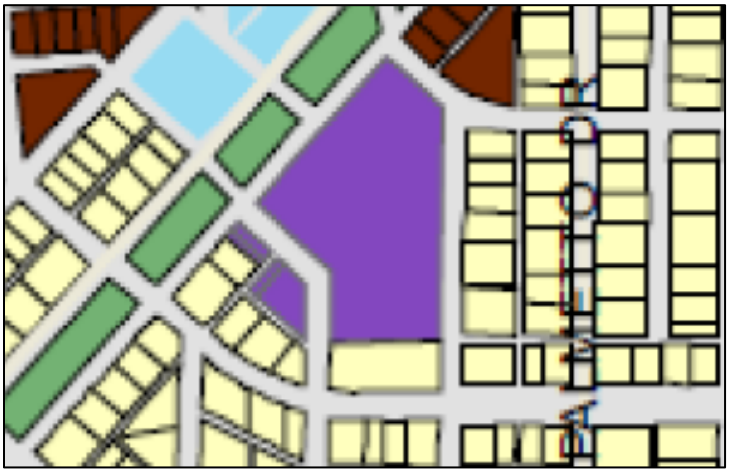

**Figure 3. Future Land Use Map**

According to the City's Comprehensive Plan, the Medical/Residential category of land use allows nursing home and similar facilities for long term medical care in a residential environment. Buildings in the Medical/Residential category are limited to a floor area ratio of 0.5 and are allowed a maximum density of 20 dwelling units per acre.

Zoning. The majority of the Property is zoned "R-3C" (multifamily) according to the City's Zoning Map, while some of the parcels are zoned R-1B (single-family). See Figure 4, below. Specifically, the parcels with Folio numbers 05-3119-010-2480 and 05-3119-010-0620 are zoned R-3C, while the rest are zoned R-1B.

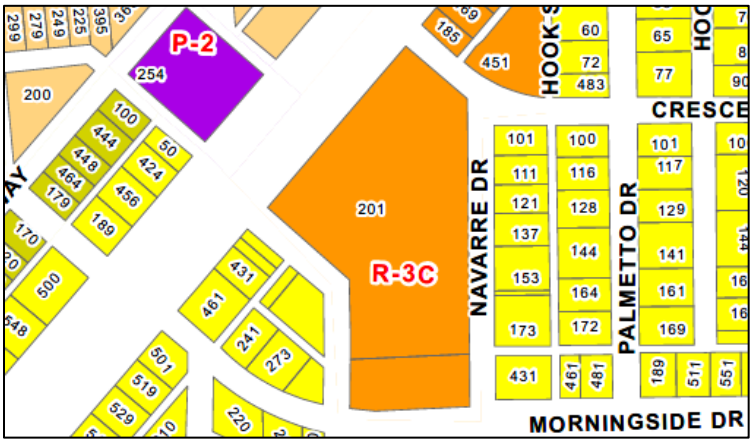


**Figure 4. Zoning Map**

Project. The proposed phased redevelopment of Miami Springs Nursing and Rehab Center represents the most significant enhancement to the Property in over half a century, improving both its functionality and aesthetic appeal while preserving its historic character. See Figure 5, below. The Project is designed to be implemented in phases. Phase 1 will focus on operational improvements to the Property, including parking, driveways, and site circulation.[1] Phase 2 will consist of the new construction component, to follow at a later date once the operational upgrades have been completed.

The Property currently accommodates 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds, totaling 329 beds. No new beds are being added in the instant application. Phase 1 of the project will locate all beds within the existing structure (following some important interior and structural improvements to the historic building). Phase 2 contemplates the relocation of 117 beds into private rooms within a new three-story building, with 39 beds per floor.

The Project does not increase the total number of beds but will significantly improve the efficiency and practicality of the site.

Phase 1 Operational Improvements. Equally important to the improvements to patient comfort and care that will come with Phase 1 of the Project, the Applicant is proposing a series of important operational improvements.

[1] The Applicant will be separately processing a certificate of appropriateness for improvements to the existing historic structure intended to resolve long-existing structural issues and improve the exterior. The instant certificate of appropriateness application is limited to site improvements within the Historic Preservation Board's jurisdiction.

First, a new parking lot will be constructed to serve the nursing home and the front parking area along Curtiss Parkway will be strategically reconfigured, resulting in a total of 227 parking spaces (as noted above, the current parking count on the Property is only approximately 44 spaces).

The proposed parking calculations comply with the Florida Agency for Health Care Administration guidelines, providing one space per three beds and one space per every two employees. The new addition will encompass approximately 53,345 square feet, with designated areas for patient rooms, activities, office space, storage, and essential service areas. The development is designed to maintain a balanced site layout, with only 26% lot coverage, 49% green area, and minimal paved area at 6%.

Second, access to the site from Curtiss Parkway is proposed to be improved, with the removal of driveways that meet the road at odd angles. These changes should significantly improve the functioning of the Property and its relationship with the neighborhood. At the same time, however, the Applicant is proposing to retain and improve the historic entry to the site.

Finally, the Project will include significant landscaping improvements, including: (1) the planting of fifty-two (52) shade trees as street trees; (2) the installation of thirty-four (34) parking lot trees; (3) the retention of sixteen (16) existing trees and fifty-six (56) existing palms; (4) and the installation of 4,908 new shrubs. There will be some trees removed to accommodate the new development, but the Applicant is proposing on-site mitigation and mitigation via trust fund.

Existing Buildings. As noted above, the Miami Springs Nursing and Rehab Center is partially housed in a historically significant Pueblo Revival-style building, and its preservation is a priority of this Project. All of the existing buildings on the Property, including the historic structure, the Kellogg wing, and the 1970s buildings, will be repainted as part of the Project. The area surrounding the entrance to the hotel will be retained in place.

Policy 1.5.3 of the Comprehensive Plan identifies the Pueblo Hotel portion of the facility as one of the City's most valuable historic resources, and this redevelopment ensures its protection while improving its long-term functionality. Additionally, the Project aligns with Policy 1.13.1 of the Comprehensive Plan, which encourages the rehabilitation and adaptive reuse of historically valuable buildings. By modernizing the facility while maintaining the Property's architectural integrity, this Project will enhance the site's historic character and contribute to the City's overall design vision. Furthermore, the proposed parking improvements will provide much-

needed relief, addressing long-standing parking challenges faced by the nursing home and its residents.

**Figure 5. Phase 2 Project Rendering.**

Requests. The Applicant respectfully seeks approval of the following requests, as described below: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) site plan review, and (v) certificate of appropriateness.

*Land Use Map Amendment.* The Property is currently designated as both Medical/Residential and Single Family Residential on the City's Future Land Use Map. To align with objectives of the Comprehensive Plan and facilitate redevelopment, the Applicant requests an amendment to designate the entire Property as Medical/Residential. This designation is necessary to facilitate the continued operation and enhancement of the nursing home while ensuring consistency in land use. Consolidating the designation will provide a more logical and cohesive planning approach, allowing for the efficient use of the site while maintaining compatibility with the surrounding area.

*Zoning Change.* The Applicant seeks to rezone the Property from R-3C and R-1B to O-1 (Professional Office District), which aligns with the current and intended use of the site. The O-1

designation expressly permits "nursing, convalescent, [and] extended-care homes. . . ." The proposed zoning change will ensure that the redevelopment is consistent with the City's land use policies and land development regulations and allows for the long-term operation of the facility while preserving the site's historic and functional integrity.

*Zoning Code Text Amendment*. The Applicant proposes an amendment to the O-1 district regulations to add specific requirements for nursing, convalescent, and extended-care homes, which are already a permitted use in the district. The O-1 regulations have been in place for decades but there are currently no sites zoned O-1 in the City. In order to provide clarity for the Project and future similar uses in the City, the Applicant is proposing to amend the O-1 standards to incorporate regulations addressing:

- A maximum building height of forty-five (45) feet or three stories.
- A minimum lot size of 15,000 square feet.
- Setback requirements of fifteen (15) feet for front, side, and rear yards, with existing historic structures permitted to retain nonconforming setbacks.
- Parking requirements of one (1) space per three (3) beds and one (1) space per two (2) employees, ensuring adequate on-site parking to meet operational needs.

These modifications will ensure that the zoning regulations appropriately accommodate the proposed use while maintaining consistency with the City's planning framework. As noted above, the proposed parking standard is based on the Florida Agency for Health Care Administration guidelines

*Phased Site Plan Review*. Site plan review is required to evaluate the proposed redevelopment. The Applicant has submitted detailed plans demonstrating compliance with applicable development standards and the intent of the O-1 district (as proposed to be amended). The proposed redevelopment is designed to enhance the Property's functionality while preserving its historic character, maintaining compatibility with surrounding uses, and improving site efficiency. The phased site plan incorporates a balanced layout that includes necessary patient accommodations, staff facilities, and parking, ensuring that the development meets both regulatory requirements and the operational needs of the nursing home.

*Improvements to Historic Site/ Certificate of Appropriateness.* Fair Havens Nursing Home is a historically designated property, and any modifications to the site must comply with Chapter 153 of the City Code.

Please note that the Applicant is submitting a separate certificate of appropriateness application for restoration and rehabilitation of the Property's historic building. The scope of the instant application is limited to site improvements, including the realignment of drives and creation of new parking areas. None of the historically important site elements of the Property are proposed to be modified.

Conclusion. We are excited to be bringing a truly game-changing set of improvements to the Property. The proposed redevelopment represents a significant improvement to the Property, enhancing both its operational efficiency and historic preservation while maintaining compatibility with the City's planning objectives. The requested land use and zoning changes will ensure regulatory consistency, while the zoning code amendment will establish clear development standards tailored to the needs of nursing, convalescent, and extended-care homes. The site plan has been carefully designed to balance functionality, aesthetics, and historic integrity and prepare the Property for another century of success.

For these reasons, the Applicant respectfully requests approval of the proposed amendments and entitlements. We appreciate the City's consideration of this application and look forward to working collaboratively throughout the review process. Please do not hesitate to contact us should you require any additional information.

Sincerely,

Graham Penn

**ORDINANCE NO. 2025-_____**

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY ±5.49 NET ACRES OF PROPERTY LOCATED AT 201 CURTISS PARKWAY AND DESIGNATED PROPERTY FOLIO NOS. 05-3119-010-2480 AND 05-3119-010-0620, FROM R-3C MULTIPLE FAMILY RESIDENTIAL, MEDIUM DENSITY TO MRC MEDICAL AND RESIDENTIAL CARE; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Fairhaven Propco LLC (the "Applicant") has submitted an application requesting a change to the existing zoning classification of approximately ±5.49 net acres of property located at 201 Curtiss Parkway, more particularly identified by Property Folio Numbers 05-3119-010-2480 and 05-3119-010-0620 (the "Property"), as legally described in Exhibit "A" attached hereto; and

**WHEREAS,** the Property is presently zoned R-3C Multiple Family Residential, Medium Density for the parcels identified by Folio Numbers 05-3119-010-2480 and 05-3119-010-0620; and

**WHEREAS,** the Application seeks to change the existing zoning classification for the Property from R-3C Multiple Family Residential, Medium Density, to the MRC Medical and Residential Care District in order to place the existing licensed nursing home facility into a zoning district in which nursing, convalescent, and extended-care homes are permitted uses (the "Application"); and

**WHEREAS,** after careful review and deliberation of the Application, City staff has determined that, subject to the approval of the associated Future Land Use Map amendment, the proposed rezoning is consistent with the City's Comprehensive Plan and in compliance with the City Code of Ordinances (the "Code"), and recommends approval, as set forth in the Staff Report dated January 26, 2026 and

**WHEREAS,** after a duly noticed public hearing on January 26, 2026, the Zoning and Planning Board (the "Board") considered presentations by the Applicant and the City, the Application, the Staff Report, and other evidence entered into the record, and, based

upon competent substantial evidence, voted to recommend [approval / approval with conditions / denial] of the Application; and

**WHEREAS,** pursuant to Section 163.3174(4), Florida Statutes, the City Council, sitting as the Local Planning Agency, held a duly advertised public hearing on ___, 2026, and recommended [approval / approval with conditions / denial] of the Application; and

**WHEREAS,** on _____, 2026, the City Council conducted a duly noticed public hearing for first reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

**WHEREAS,** on _____, 2026, the City Council conducted a duly noticed public hearing for second reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

**WHEREAS,** the Mayor and City Council find that the proposed Application to change the zoning classification of the Property [is / is not] consistent with Florida Law, the City's Comprehensive Plan, and City Code, [furthers / does not further] the purpose, policies, and intent of same, and [is / is not] in the best interest of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Decision.** The City Council hereby [approves / approves with conditions / denies] the Application requesting a change to the existing zoning classification for the Property from R-3C Multiple Family Residential, Medium Density, to MRC Medical and Residential Care District, as legally described in Exhibit "A" attached hereto and incorporated herein.

**Section 3. Authorization.** That the City Manager, by and through the Director of Zoning and Planning, is authorized to make the necessary changes to the City's Official

Zoning Map to reflect the change in zoning classification for the Property approved by this Ordinance.

**Section 4.** **Recording.** The City, or the Applicant if so requested by the City Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

**Section 5.** **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 6.** **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7.** **Effective Date.** That this Ordinance shall become effective immediately adoption on Second Reading in accordance with law.

**PASSED ON FIRST READING** on the ____ day of _____, 2026, on a motion made by _____ and seconded by _____.

**PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2026, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Orlando Lamas | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |

_____
WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

# Exhibit “A”

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

**ORDINANCE NO. 2026-_____**

**AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, CREATING SECTION 150-081 OF THE CITY'S CODE OF ORDINANCES TO CREATE A NEW MEDICAL AND RESIDENTIAL CARE (MRC) ZONING DISTRICT PERMITTING NURSING, CONVALESCENT, AND EXTENDED-CARE HOMES; ASSISTED LIVING FACILITIES; AND ACCESSORY USES AND STRUCTURES INCIDENTAL THERETO AND ESTABLISH DEVELOPMENT PARAMETERS GOVERNING DEVELOPMENT IN THE DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations and procedures to implement municipal goals and objectives; and

**WHEREAS,** the City Council seeks to clarify and strengthen the provisions applicable to nursing homes, convalescent, and extended-care homes; and

**WHEREAS,** Fairhaven Propco LLC (the "Applicant") has submitted a petition for a zoning text amendment to the City's Code of Ordinances requesting the creation of a new Medical and Residential Care (MRC) zoning district in accordance with the applicable procedures of the City's Zoning Code; and

**WHEREAS,** to achieve this objective, the Council has determined that the amendments set forth in Exhibit A attached hereto and incorporated herein should be adopted; and

**WHEREAS,** on _____, 2026, the Council convened in its capacity as the Local Planning Agency and recommended [approval/approval with modifications/denial] of the proposed Ordinance; and

**WHEREAS**, after reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations [are/are not] in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

**WHEREAS**, the City Council finds that this Ordinance [is/is not] in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Amending Code.** That the Code of Ordinances of the City of Miami Springs, Florida, is hereby amended by creating Section 150-081, which shall read as follows: See Exhibit A attached hereto and incorporated herein.

**Section 3. Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 5. Codification.** That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or realtered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

**PASSED ON FIRST READING** on the _ day of _____, 2026, on a motion made by _____ and seconded by _____.

**PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2026, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Orlando Lamas | _____ |
| Councilmember Fabian Perez-Crespo | _____ |

Councilmember Jorge Santin _____

_____
WALTER FAJET
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**Exhibit “A”**

*(See attached)*

# *ARTICLE VIII. OFFICE DISTRICT*

## Sec. 150-081. MRC - Medical and residential care district.

(A) *Purpose.* There shall be a medical and residential care district, MRC, established for facilities that provide long-term care and supportive services to individuals with chronic medical conditions, mobility or physical impairments, or age-related needs that require assistance with daily living.

(B) *Uses permitted.* Nursing, convalescent, and extended-care homes; assisted living facilities; and accessory uses and structures that are clearly incidental, subordinate, and customarily associated to a permitted principal use; that do not exist independently of such principal use; and that exist to serve the needs of patients, residents, or visitors of the facility.

(C) *Building site area required*. The minimum building site area required shall be a lot or parcel of land 22,000 square feet in area.

(D) *Building height.* The maximum building height shall be forty (40) feet or three (3) stories. Elevator and mechanical equipment projections may extend above the main structure, provided such features do not exceed ten (10) feet above the height of the parapet. All rooftop mechanical equipment shall be fully screened from adjacent properties.

(G) *Building setbacks*.

(1) All yards facing a street: fifteen (15) feet.

(2) Side yards: fifteen (15) feet.

(3) Rear yard: fifteen (15) feet.

(H) *Residential buffer*. The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of sixty (60) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

(I) *Parking*. At least one (1) parking space for each two (2) beds for patients contained in such buildings.

(J) *Pervious Pavement*. Where feasible, all parking areas shall be constructed with pervious pavement systems, such as approved grid or cell systems, permeable pavers, pervious concrete, or porous asphalt capable of providing a minimum surface infiltration rate of at least 1.5 inches per hour (ASTM C1701 or equivalent). Native soils shall demonstrate an exfiltration rate of at least 0.5 inches per hour, or the system shall incorporate an engineered underdrain, subject to approval by the City Manager or designee.

(K) *Pervious Surface*. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(L) *Lot Coverage*. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

(M) *Generators*. A permanent emergency generator shall be required at any nursing, convalescent, or extended-care home. The installation of the required generator shall be subject to all permit requirements and shall be inspected and approved by the city and installed prior to the issuance of a certificate of use. The permanent generator shall have sufficient operating capacity, and either sufficient on-site fuel storage capacity (with sufficient fuel) or a continuous fuel source by means of permanently installed infrastructure providing fuel to the site of the facility, to provide power to all permanently installed electrical power systems at the facility, as well as all medical equipment necessary to sustain life and health of patients and all residents and to power

HVAC systems to maintain a temperature at or below 81 degrees Fahrenheit for at least 96 hours after a power outage, and a 72-hour supply of fuel on-site.

(N) *Signs*. See Signs, § 150-030. Nursing, convalescent and extended-care homes shall also have at a minimum the term "Nursing Home," "Convalescent Home" or "Extended-Care Home," as applicable, located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of residence or facility in letters of no less than six (6) inches high and no more than what § 150-035 allows.

(O) *Existing Nonconforming Historic Structures.* Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks, encroachments, and building height. Subject to the approval of the Historic Preservation Board, historic elements that exceed maximum building height limits may be re-introduced to historically-designated structures.

Draft

# AGENDA MEMORANDUM

**Meeting Date:** **1/26/2026**

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

**Via:** JC Jimenez, City Manager

**From:** Juan Pena, Director of Public Works

**Subject:** Citywide Road Asphalt Patching

---

**RECOMMENDATION:** Recommendation of the Public Works Department that Council waive the competitive bid process in the best interest of the City and approve the issuance of a purchase order to Ovas & Co, LLC in an amount not to exceed $25,000 for Citywide Asphalt Patching. Sufficient funds have been budgeted for this work in the FY 25/26 Budget. This request is made pursuant to Section §31.11(E)(6)(g) of the City Code. Approval of this action requires a four-fifths (4/5) vote of the Council.

**DISCUSSION:** During the annual sidewalk repair program, asphalt patching is required at multiple locations throughout the city. These locations include areas where new sidewalks or sidewalk repairs have been completed and where restoration of alley approaches and entrances is necessary to match the sidewalk height. This work will eliminate gaps between the sidewalk and alley approaches. Paving the entrances to alleys will also help retain dirt and sediment from the roadway, improving overall site conditions. In addition, several areas require asphalt restoration around storm drains where erosion has occurred. Streets Department and CITT transportation funds will be used to cover these expenses. Ovas & Co, LLC, a long-standing vendor, is recommended for this work due to their reliability, responsiveness, and availability for small-scale projects of this nature.

**Submission Date and Time: 1/20/2026 10:15 AM**

| **Submitted by:** | **Approved by (sign as applicable):** | **Funding:** |
|---|---|---|
| **Department:** Public Works | **Dept. Head:** | **Dept./ Desc.:** CITT/Streets Department |
| **Prepared by:** Lizette Fuentes | **Procurement:** | **Account No.:** 135-0902-541-4600/001-5402-541-4600 |
| **Attachments:** ☒ Yes ☐ No | **Asst. City Mgr.:** | **Additional Funding:** |
| **Budgeted/ Funded:** ☒ Yes ☐ No | **City Manager:** | **Amount previously approved:** $ |
| | | **Current request:** $ 25,000.00 |
| | | **Total vendor amount:** $ 25,000.00 |

**RESOLUTION NO. 2026-_____**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO OVAS & CO, LLC FOR CITYWIDE ASPHALT PATCHING SERVICES ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2025-26 IN AN AMOUNT NOT TO EXCEED $25,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miami Springs (the "City") is in need of citywide asphalt patching services (the "Services"); and

**WHEREAS,** Ovas & Co, LLC (the "Vendor") has historically provided the City with the Services on an as-needed basis; and

**WHEREAS,** the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Services on an as-needed basis as being in the best interest of the City; and

**WHEREAS,** the City Council desires to approve the purchase of the Services from the Vendor for fiscal year 2025-26 in an amount not to exceed $25,000 pursuant to Section 31-11(E)(6)(g) of the City Code; and

**WHEREAS,** the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the purchase of the Services on an as-needed basis from the Vendor for fiscal year 2025-26 in an amount not to exceed $25,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

**Section 3. Waiver.** That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City

Code for the purchase of the Services on an as-needed basis as being in the best interest of the City.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed $25,000.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |
| Councilmember Orlando Lamas | _____ |

**PASSED AND ADOPTED** this _____ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**RESOLUTION NO. 2026-____**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ONE RS3 REAR STEER LIGHTNING LOADER FROM PETERSEN INDUSTRIES, INC. IN AN AMOUNT NOT TO EXCEED $266,236.39 UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 010825-PII; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on October 4, 2025, the City of Miami Springs (the "City") experienced a fire at the City's Public Works facility, resulting in the destruction of one of the City's RS3 Rear Steer Lightning Loaders (the "Vehicle"); and

**WHEREAS,** the City desires to purchase a replacement Vehicle to ensure the continued provision of the City's day-to-day provision of bulk trash collection government services; and

**WHEREAS,** the type of purchase contemplated by the City has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a unit of government, which has entered into Sourcewell Contract No. 010825-PII (the "Sourcewell Contract") with Petersen Industries, Inc. (the "Vendor"); and

**WHEREAS,** in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to approve the purchase of the Vehicle from the Vendor in an amount not to exceed $266,236.39, consistent with the Sourcewell Contract and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing offered pursuant to the Sourcewell Contract is in the City's best interest; and

**WHEREAS,** the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves the purchase of the Vehicle from the Vendor in an amount

not to exceed $266,236.39, consistent with the Sourcewell Contract and the Vendor's Quote attached hereto as Exhibit "A."

**Section 3. Authorization**. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed $266,236.39.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |
| Councilmember Orlando Lamas | _____ |

**PASSED AND ADOPTED** this _____ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

# Quote

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales FL 33859
United States

**Phone**: 863-676-1493

**Quote Number:** 10210

Date Quoted 1/14/2026

**Sourcewell 010825-PII**



**Quote To:** 711

MIAMI SPRINGS, CITY OF
ACCOUNTS PAYABLE
201 WESTWARD DRIVE
MIAMI SPRINGS FL 33166 United States

**Phone**:
**Fax**:
**Email**:

**Quote Date**: 1/14/2026
**Expiration Date**: 2/13/2026
**Delivery Date:** 1/31/2026
**Lead Time:** 90 - 120 Days After Chassis Receipt

**Reference**:
**Terms**: Net 30

**Sales Rep**: Daniel Andrews
**Email**:

**End User Customer:** (711) - MIAMI SPRINGS, CITY OF
ACCOUNTS PAYABLE
201 WESTWARD DRIVE
MIAMI SPRINGS FL 33166
United States

*USD*

| Line | Part Number / Description | Rev | Expected Qty | List Price | Discount % | Ext. Price |
|---|---|---|---|---|---|---|
| 1 | RS3.TRUCK | 0 | 1.00 EA | 0.00 | 0.00% | $0.00 |
| | 2026 Rear Steer Grapple Loader in PI White on a 2027 International MV607 | | | | | |
| 2 | 0.RS3 | | 1.00 EA | 148,267.00 | 7.00% | $137,888.31 |
| | $141757 Loader Model: 2026 Rear Steer Grapple Loader in PI White<br>$6510 Controls Type: Dual Electronic Joysticks<br>$0 Operator Station Type: Rear Steer Cab / Driving<br>Pedestal Options:<br>$0 Bucket: Standard Bucket for Rear Steer | | | | *Discount Applied* | *-10,378.69* |
| 3 | 0.1820 | | 1.00 EA | 0.00 | 0.00% | $0.00 |
| | Body Not Applicable | | | | | |
| 4 | 0.GENOPTS | | 1.00 EA | 8,148.00 | 7.00% | $7,577.64 |
| | General Options:<br>$4214 Gauge Display<br>Safety/Work Lights:<br>$1454 IFM Backup Camera<br>$2480 360 Deg Provision Camera System | | | | *Discount Applied* | *-570.36* |

# Quote

Petersen Industries, Inc.
4000 State Road 60 W
Lake Wales FL 33859
United States

**Phone**: 863-676-1493

**Quote Number:** 10210

Date Quoted 1/14/2026

**Sourcewell 010825-PII**



| | | | | | |
|---|---|---|---|---|---|
| 5 | 0.CHASSIS | 1.00 EA | 122,308.00 | 2.00% | $119,861.84 |
| | $122308 Chassis supplied by Petersen: 2027 International MV607<br>Transmission: A3000<br>Fuel Type: DIESEL<br>Brake Type:AIRBRAKE<br>Height: 50<br>Length: 0<br>Stiffness: 0<br>Front Axle: 0<br>Rear Axle Rating: Single x 0<br>GVWR: 0 | | | *Discount Applied* | *-2,446.16* |

**Misc Charge Breakdown**

| | |
|---|---|
| Freight | 758.60 |
| Second Stage MSO & Weight Slip | 150.00 |
| **Total** | **908.60** |

| | |
|---|---|
| Lines Total | 265,327.79 |
| Total Misc Charges | 908.60 |
| Total Taxes | 0.00 |
| **Quote Total** | **266,236.39** |

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX

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**MASTER AGREEMENT # 010825**
**CATEGORY: Bulk Solid Waste and Recycling Equipment**
**SUPPLIER: Petersen Industries, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1:
## General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:

   a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
   b. Knuckleboom and grapple loaders;
   c. Hook and hoist dumpster loaders;
   d. Roll-off trucks; and
   e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

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**13) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

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Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

    a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

    d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

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the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

| Sourcewell | Petersen Industries, Inc. |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A139D06489... | Signed by: Nick Filer EAAEE7181D214E0... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Nicholas Filer |
| Title: Chief Procurement Officer | Title: Municipal Sales Director |
| Date: 5/16/2025 \| 1:07 PM CDT | Date: 5/16/2025 \| 8:12 AM PDT |

# RFP 010825 - Bulk Solid Waste and Recycling Equipment

## Vendor Details

| | |
|---|---|
| Company Name: | Petersen Industries, Inc. |
| Does your company conduct business under any other name? If yes, please state: | Florida |
| Address: | 4000 State Road 60 W<br>Lake Wales, Florida 33859-8201 |
| Contact: | Nicholas Filer |
| Email: | Nfiler@petersenind.com |
| Phone: | 210-288-6170 |
| Fax: | 863-676-6844 |
| HST#: | 59-2979951 |

## Submission Details

| | |
|---|---|
| Created On: | Friday January 03, 2025 07:27:08 |
| Submitted On: | Tuesday January 07, 2025 18:15:28 |
| Submitted By: | Nicholas Filer |
| Email: | Nfiler@petersenind.com |
| Transaction #: | f467edd5-b7c2-4b0a-86df-6bfc872cd11f |
| Submitter's IP Address: | 12.34.110.36 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Petersen Industries, Inc. | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | N/A | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | G44MX3Y8S8A1 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 336211 | |
| 6 | Proposer Physical Address: | 4000 S.R. 60 W.<br>Lake Wales, FL 33859 | * |
| 7 | Proposer website address (or addresses): | www.PetersenInd.com | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Nicholas Filer - Municipal Sales Director<br>4000 S.R. 60 West<br>Lake Wales, FL 33859<br>NFiler@PetersenInd.com<br>863-676-1493 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Nicholas Filer - Municipal Sales Director<br>4000 S.R. 60 West<br>Lake Wales, FL 33859<br>NFiler@PetersenInd.com<br>863-676-1493 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Danielle Brown - Sales Admin<br>4000 S.R. 60 West<br>Lake Wales, FL 33859<br>DBrown@PetersenInd.com<br>863-676-1493 | * |

### Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | Petersen Industries was founded over 65 years ago with the production of a knuckle boom loader designed for harvesting Florida citrus. Our journey began when a local municipality, Lakeland, FL, requested that we mount one of our loaders on a truck chassis for collecting bulky waste items. This innovation marked the creation of the first purpose-built grapple truck for bulky municipal solid waste. Since then, our model "Lightning Loader" has become synonymous with grapple trucks across the United States.<br>At Petersen Industries, our mission is to help cities and counties maintain clean and hazard-free environments by providing top-quality equipment for the safe and efficient collection and disposal of bulky waste—defined as any item that does not fit into a standard automated rollout container.<br>What sets Petersen Industries apart is our unwavering focus on the intended use of our products. Over 90% of our components—apart from a few purchased items—are designed, machined, and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between, allowing us to maintain control over both quality and delivery. We are not reliant on external manufacturers, including those overseas, for components needed by our customers.<br>In addition to offering parts for our new products, we ensure that the right parts are readily available for customers in the field. Our commitment to providing exceptional service after the sale is the primary reason our customers consistently choose Petersen Lightning Loaders. | * |
| 12 | What are your company's expectations in the event of an award? | Petersen Industries has maintained a contract with Sourcewell for over 14 years, establishing it as our preferred strategy for selling equipment to both new and existing customers. The contract's simplicity and growing acceptance within the industry make it our first choice for conducting business. We remain committed to promoting the Sourcewell contract as our primary method for delivering products to customers, ensuring a seamless and effortless procurement process. | * |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | Petersen Industries has experienced consistent and successful growth over the past 14 years, averaging over 20% year-over-year. This growth has been profitable as well, with EBITDA ranging from 16% to 22% each year. To meet rising demand, we have invested more than $5 million in advanced plant equipment, including high-precision CNC machines, brake presses, robotic arm welders, and automated saws.<br><br>In addition to our equipment innovations, Petersen Industries has allocated $1.2 million towards a state-of-the-art body fabrication facility and is currently undertaking a $5.6 million expansion project. This expansion will provide dedicated facilities for our Engineering and Parts and Service departments while also increasing the capacity of our Installation shop. Notably, we have accomplished all of this without incurring any debt, funding our capital expenditures entirely with cash on hand. Financial reports will be provided as an attachment. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | While there is no independent reporting agency that collects market share data specifically for grapple trucks, we believe that Petersen Industries holds more than 65% of the municipal bulk waste grapple market in the United States. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Our market share is slightly less in Canada, as is the demand for our product also. | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | No bankruptcy's to disclose | * |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Petersen Industries is best describes as a Manufacture. Although, in certain states, we sell our products directly to municipal and governmental agencies through our own employed sales force. Additionally, we have 26 contractual distributors operating in various states across the country, whose sales teams are not directly employed by Petersen Industries. As the original equipment manufacturer (OEM), Petersen Industries fully equips the chassis with our products and delivers them to our dealers in a "ready-to-use" condition. Our dealers are trained to utilize the contract as our agents. Petersen Industries will always serve as the single point of responsibility for any item sold through the contract. | * |

| | | | |
|---|---|---|---|
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | We are required to hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License. | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | None to disclose | * |
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | N/A | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 76% | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | 1% | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Florida Sheriffs Association (FSA)- $4-$5 million per year | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | N/A | * |

### Table 2B: References/Testimonials

**Line Item 25**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Birmingham, City of (AL) | Josh Yates | 205-335-8082 | * |
| Miami Dade, County of (FL) | Rey Llerena | 305-487-3666 | * |
| Hildalgo, County of (TX) | Bert Gonzalez | 956-968-8733 | * |

### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | Petersen Industries, Inc. employs a dedicated team that includes 1 Municipal Sales Director, 4 full-time Regional Sales Managers (RSMs), 1 Director of National Accounts, 4 Inside Sales Managers, and 1 Inside Sales Coordinator. Each Outside RSM is responsible for direct sales to municipal entities and managing the sales efforts of a select group of independently owned contractual dealers and their sales teams. | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | Our dealer network consists of 28 independently owned distributor dealers, each with at least one physical location within their assigned Area of Primary Sales Responsibility (APSR), along with multiple outside sales professionals and inside sales support staff. Our dealers maintain a minimum of one location in the following states: Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Mexico, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and Wisconsin. | * |

| | | | |
|---|---|---|---|
| 28 | Service force. | Petersen Industries operates a mobile service truck that can be deployed anywhere in Florida within 24 hours. Additionally, we have a fully equipped in-house service team capable of handling any repairs, including warranty work, utilizing our extensive parts inventory valued at over $3 million, which is dedicated exclusively to replacement parts.<br><br>Moreover, each of our dealers employs mobile service technicians, in-house service technicians, and maintains a minimum stock level of Petersen parts. If a specific part is not in stock, most items can be shipped within 24 hours of a request. Exceptional service after the sale is the primary reason we hear from customers as to why they continue to choose Petersen for their grapple truck needs. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | As a long-time holder of the Sourcewell contract, we have streamlined our order entry and reporting processes to operate efficiently with minimal effort. While our dealers can utilize our Sourcewell contract for their orders, we manage all funds required for distribution back to Sourcewell for the associated fees.<br><br>Before accepting any order, we always verify that the customer has issued a purchase order with the correct contract number and pricing. Additionally, we require that they sign a purchase agreement clearly stating that the purchase will be made under the Sourcewell contract and that we will cover the fees for their use of the contract. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Our service procedure begins by directing all service-related inquiries, whether through phone calls or our online chat, to our dedicated customer service department. This team of 4 specialists brings a combined 120 years of Petersen experience, enabling them to thoroughly diagnose issues remotely, identify necessary parts, and determine the best course of action to get the customer back up and running.<br><br>Our approach includes shipping parts with installation instructions directly to customers who handle their own servicing, coordinating with our dealer distributors to have the work performed by their technicians, or managing the service ourselves, either in-house or through our mobile response unit. Most diagnoses are completed, and parts are shipped within 24 hours. For service-related requests, our response time is typically within 48-72 hours of the initial contact.<br><br>Additionally, all of our dealer distributors share in the profits of parts sales within their Area of Primary Sales Responsibility (APSR), ensuring their commitment to addressing customer needs in a timely manner. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | Sourcewell has been, and will remain, a crucial part of our business with municipal and governmental entities. Our dealers are well-versed in our contract and its nuances, ensuring they can assist customers in obtaining what they need as easily and efficiently as possible. We consistently include Sourcewell in every conversation with potential buyers, highlighting it as a straightforward alternative to the traditional bid process.<br><br>The key advantage is that our pricing is often more competitive than any quotes they might receive through their own bidding process. Much of the groundwork has already been done, resulting in deeper discounts compared to other bid prices we offer. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | While we do not have a physical location in Canada, we have established partnerships with entities that are fully equipped to sell and service our products. These partners, located in Montreal, Ontario, and Kelowna, are knowledgeable about our products, their capabilities, and the associated repair and maintenance processes. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | We will be serving all geographical areas part of the United States and Canada. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | All account types of any participating entity will have full access to our solutions. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | No restrictions or requirements to define. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes | * |

## Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
|---|---|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Our primary marketing strategy focuses on raising awareness among existing customers and potential prospects about the opportunity to purchase through the Sourcewell contract. Having held this contract for a significant period, our sales team, along with our dealers' sales teams, prefer to promote it as a primary option rather than a last resort.<br>To enhance familiarity, we prominently display the Sourcewell logo on our website and affix magnetic Sourcewell decals to all our demonstrator vehicles during product demonstrations. We are also enhancing our attendance at industry-related trade shows, where we will showcase the Sourcewell flag and magnet at our booths.<br>Additionally, in collaboration with our Sourcewell representative, Nick Trout, we have developed the Most Valuable Partner (MVP) Program. This initiative recognizes the dealer with the highest number of sales through the Sourcewell contract during each calendar year. The winner is announced and celebrated at the Waste Expo every May, fostering healthy competition and awareness throughout our dealer network. | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Sourcewell marketing starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page, so everyone knows right up front that Sourcewell is a buying option for them. We also actively manage a social media strategy where we distribute a steady stream of product specific content on platforms like Instagram, Facebook and LinkedIn. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell. | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | We greatly appreciate any promotion from Sourcewell, but we don't rely on it. We believe that promoting the Sourcewell contract is primarily the responsibility of Petersen. As we have consistently done over the years while holding the contract, we will continue to prioritize it as our primary procurement option for customers. The Sourcewell contract is our exclusive avenue for selling completed chassis and body units directly to end-users. By marketing the contract as a "one-stop shop," we have observed an increase in purchases through Sourcewell, as it simplifies the process for our customers. | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We are currently collaborating with Sourcewell to develop an e-commerce site that will provide customers with an additional option to explore our product offerings. Although end-users will not be able to purchase equipment directly from this site, they will have quick access to information about various knuckle boom loaders and their available options. This will enable them to identify the models that best meet their needs before consulting with an experienced Petersen sales representative to finalize their purchase. | * |

## Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * | |
|---|---|---|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Every Sourcewell customer is entitled to free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract or afterwards. Normally, we charge $2,000 for this service, which includes travel anywhere in the U.S. and Canada. However, we can often complete the training at no additional cost by arranging the training date when a qualified Petersen representative has previous plans to be in the customers' area. The training is conducted by a certified Petersen Industries employee who is highly qualified as a trainer. | * |
| 42 | Describe any technological advances that your proposed Solutions offer. | The beauty of Petersen Lightning Loader products lies in their simplicity of use and maintenance. We have deliberately avoided overcomplicating our equipment with complex computers, chips, and electronics that can be difficult to diagnose. All new innovations in parts and products are designed to be backwards compatible, ensuring that both our existing customers and new users benefit from the latest advancements.<br><br>This simplicity enables us to troubleshoot and diagnose problems remotely, allowing us to quickly dispatch the necessary parts and corrective actions to get the truck back on route—a feature our customers consistently appreciate.<br><br>In terms of technology, we focus on enhancing our service and warranty department. Through live video chats, our team can see firsthand what is happening with the equipment and diagnose issues remotely, providing free, step-by-step guidance alongside the customer's technician. | * |
| 43 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | While we are not currently pursuing any green initiatives requiring agency oversight, we have explored and implemented options such as environmentally friendly hydraulic oil, enhanced capture of solvent and paint emissions from our painting process, and ensuring compatibility of our products with electric vehicles. Recognizing that electric power will play a significant role in the future, we are actively investigating ways to develop our products to operate on battery power for both electric and non-electric vehicles. We are excited to share that we have partnered with Mack Trucks, setting a goal to have an electric knuckle boom loader built by the end of 2025. | * |
| 44 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | We offer the widest variety of bulk waste solutions in the solid waste industry. Coupled with our extensive experience with the Sourcewell contract, we provide the most dynamic solution for municipal and governmental entities to obtain precisely what they need. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or limit contracts to chassis dealers, the Sourcewell contract enables us to define the ideal chassis specifications tailored to our equipment. This allows us to deliver the most comprehensive package with the simplest acquisition process. | * |

### Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
|---|---|---|---|---|---|
| 46 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | ○ Yes ◉ No | N/A | * |
| 47 | | Minority Business Enterprise (MBE) | ○ Yes ◉ No | N/A | * |
| 48 | | Women Business Enterprise (WBE) | ○ Yes ◉ No | N/A | * |
| 49 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes ◉ No | N/A | * |
| 50 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes ◉ No | N/A | * |
| 51 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes ◉ No | N/A | * |
| 52 | | Small Business Enterprise (SBE) | ○ Yes ◉ No | N/A | * |
| 53 | | Small Disadvantaged Business (SDB) | ○ Yes ◉ No | N/A | * |
| 54 | | Women-Owned Small Business (WOSB) | ○ Yes ◉ No | N/A | * |

### Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 55 | Describe your payment terms and accepted payment methods. | Petersen Industries offers NET30 Day Payment terms to all customers making purchases through Sourcewell. Payment methods include Credit Card, Check or Wired Funds. | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder. | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | We will provide a copy of our Terms and Warranty document with every transaction. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | We do accept it for smaller purchases (parts) and there are no additional charges. | * |

| | | | |
|---|---|---|---|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Petersen has consistently offered discounted prices based on our published list prices. The uploaded price list displays the list prices alongside the corresponding percentage discounts available to Sourcewell members. Due to the contract allowing for additional discounts beyond those stated, customers utilizing the contract often receive significantly greater discounts than those indicated on the price list. | * |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The published list price sheet will show a 2% discount off all items listed. | * |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | We strive to maximize discounts based on the model and option combinations selected by our customers. When we can achieve efficiencies through multiple units, we make it a priority to pass those savings on to the customer by offering additional discounts. | * |
| 62 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of $150/hr and then discount it according to the level of discount being offered on contract items. | * |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a rate not to exceed $2,500 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcewell quoted price will be all-inclusive. | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | We provide a freight matrix as part of our Sourcewell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcewell contract. | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing. | * |
| 67 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Petersen Industries has been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full. | * |
| 68 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | We currently track the different avenues used by our customers to purchase our products (e.g., Bid, National contracts such as Sourcewell or HGAC, and Local State contracts such as Florida Sheriffs (FSA). Currently, Local State contract purchases out number all other avenues. By keeping track of these metrics, we are able to target customers in specific areas using contracts other than Sourcewell and offer them the ability to purchase a “turn-key” or completed unit, chassis and body, directly from Petersen or a Petersen Dealer through the Sourcewell contract. This allows our customers a seamless procurement process without having to go through a chassis and equipment dealer and also gives us the ability to provide stocked chassis options when local chassis dealers have no availability. | * |

| | | | |
|---|---|---|---|
| 69 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. This 1% Administration fee should equate to between $2,000 and $3,500 per completed unit sold. | * |

### Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 70 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | Pricing offered is discounted 2% | * |

### Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * | |
|---|---|---|---|
| 71 | Provide a detailed description of all the Solutions offered, including used, offered in the proposal. | Our company is dedicated exclusively to bulk waste collection solutions, focusing solely on this area without manufacturing or selling other waste-related products. We offer 13 different loader models, over 40 standard bodies, and 7 trailer models to complement our loaders. This extensive lineup provides the largest and most varied selection of bulk waste collection solutions in the industry. You can explore our offerings further by downloading the brochures available in the Marketing documents section of this bid. | * |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Knuckle boom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers | * |

### Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 73 | Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction | ○ Yes<br>◉ No | Offer haul trucks/dump bodies but no stationary containers | * |
| 74 | Knuckleboom and grapple loaders | ◉ Yes<br>○ No | Various models of grapple loaders | * |
| 75 | Hook and hoist dumpster loaders | ◉ Yes<br>○ No | Offer Hook lift skid mounted grapple trucks | * |
| 76 | Roll-off trucks | ◉ Yes<br>○ No | Offer Roll-Off skid mounted grapple trucks | * |
| 77 | Refuse and recyclable material balers and compactors | ○ Yes<br>◉ No | Do not offer | * |

### Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 78.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes<br>◉ No |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2025_List_Price_Sheet.pdf - Tuesday January 07, 2025 18:09:25
- Financial Strength and Stability - ALTUS Credit Report_PETERSEN_INDUSTRIES,_INC_01.07.25.pdf - Tuesday January 07, 2025 18:11:14
- Marketing Plan/Samples - Sourcewell_Marketing.zip - Tuesday January 07, 2025 11:58:33
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - 2023 Terms and Warranty.pdf - Tuesday January 07, 2025 04:45:28
- Upload Additional Document - Sourcewell_03.31.24 - 03.31.25_COI.pdf - Tuesday January 07, 2025 16:00:41
- Requested Exceptions (optional)

## Addenda, Terms and Conditions

**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nicholas Filer, Municipal Sales Director , Petersen Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **There have not been any addenda issued for this bid.** | | |

# AGENDA MEMORANDUM

**Meeting Date:** **1/26/2026**

**To:** The Honorable Mayor Maria Mitchell and Members of the City Council

**Via:** JC Jimenez, City Manager

**From:** Juan Pena, Public Works Director

**Subject:** (1) RS3 Rear Steer Lighting Loader crane; Petersen Industries, Inc.

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**RECOMMENDATION:** Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Petersen Industries, Inc., utilizing a cooperative purchase with Sourcewell under RFP # 010825-PII (attached), in an amount not to exceed $266,236.39 for (1) RS3 Rear Steer Lighting Loader crane.

**DISCUSSION:** On October 4, 2025, a fire occurred at the City's Public Works facility, resulting in the destruction of a rear steer lighting loader crane utilized by the Sanitation Division. The equipment was damaged beyond repair, and an insurance claim was subsequently opened with PGCS Claim Services. Replacement of the damaged crane is necessary to restore the operational capacity lost as a result of the fire and to maintain efficient bulk trash collection services.

Funding for this purchase will be primarily provided through the insurance claim payout associated with the fire incident. The approved insurance payout reflects the previous purchase price of $255,564.40. The remaining balance of $10,671.99 will be covered through a budget transfer from the Sanitation Department.

Staff respectfully requests approval to proceed with the purchase utilizing General Fund resources and the Sanitation Department budget transfer. Upon receipt of the insurance payout, the General Fund will be fully reimbursed.

**Submission Date and Time: 1/14/2026 6:47 PM**

| Submitted by: | Approved by (sign as applicable): | Funding: |
|---|---|---|
| **Department:** Public Works | **Dept. Head:** | **Dept./ Desc.:** Sanitation Equipment |
| **Prepared by:** Lizette Fuentes | **Procurement:** | **Account No.:** 001-XXXX-XXX-XXXX |
| **Attachments:** ☒ Yes ☐ No | **Asst. City Mgr.:** | **Additional Funding:** 430-3401-534-6400 |
| **Budgeted/ Funded:** ☒ Yes ☐ No | **City Manager:** | **Amount previously approved: $** |
| | | **Current request: $** |
| | | **Total vendor amount: $** 266,236.39 |

# AGENDA MEMORANDUM

**Meeting Date:** January 26, 2026

**To:** The Honorable Mayor Walter Fajet and Members of the City Council

**Via:** J.C. Jimenez, City Manager

**From:** Matthew Castillo, Chief of Police

**Subject:** Duty and Training Ammunition FY 25-26

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**Recommendation:** Recommendation by the Police Department that Council approve an expenditure to Lawmen's and Shooters' Supply, Inc., utilizing Florida State Contract #46000000-21-STC in the amount of $26,443.38, for firearms ammunition, as these funds were approved in the FY25/26 Budget pursuant to Section §31.11 (E)(5) of the City Code.

**Discussion/Analysis:** Purchase ammunition for mandatory firearms training and issue duty ammunition. See attached Quote # 101-R3731 from Lawmen's and Shooters' Supply, Inc.

**Submission Date and Time: 1/20/2026 3:01 PM**

| Submitted by: | Approved by (sign as applicable): | Funding: |
|---|---|---|
| **Department:** Police Department | **Dept. Head:** | **Dept./ Desc.:** Police Operating Supplies |
| **Prepared by:** Ariadna Miranda | **Procurement:** | **Account No.:** 001-2001-521.52-00 |
| **Attachments:** ☒ Yes ☐ No | **Asst. City Mgr.:** | **Additional Funding:** N/A |
| **Budgeted/Funded** ☒ Yes ☐ No | **City Manager:** | **Amount previously approved:** $ |
| | | **Current request:** $ 26,443.38 |
| | | **Total vendor amount:** $ 26,443.38 |

**RESOLUTION NO. 2026-_____**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF FIREARM AMMUNITION FROM LAWMEN'S & SHOOTERS' SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (FDMS) CONTRACT NO. 46000000-21-STC PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miami Springs ("City") Police Department ("Department") is in need of firearm ammunition (the "Supplies") to provide services for the safety of the City's residents and visitors and facilitate the Department's day-to-day operations; and

**WHEREAS,** the Florida Department of Management Services (FDMS) has entered into the competitively bid Contract No. 46000000-21-STC (the "State Contract") with Lawmen's & Shooters' Supply, Inc. (the "Vendor") for the Supplies; and

**WHEREAS,** Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

**WHEREAS,** the City Council desires to approve the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract in an amount not to exceed $26,443.38 for fiscal year 2025-26 and budgeted funds in future fiscal years for the term of the State Contract; and

**WHEREAS,** the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend funds for the Supplies in an amount not to exceed $26,443.38 for fiscal year 2025-26 and budgeted funds in future fiscal years for the State Contract's term.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Dr. Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Orlando Lamas | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |

PASSED AND ADOPTED this ___ day of _____, 2026.

_____
Dr. Walter Fajet
MAYOR

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

# Quote



Quote expires
February 7, 2026 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

**Invoice #:** 101-R3731
**Invoice Date:** 1/8/26
**Station:** OFFICE7

**Sold to:**
MIAMI SPRINGS POLICE DEPARTMENT
ATTN: FINANCE DEPARTMENT
201 WESTWARD DR 1ST FL
MIAMI SPRINGS, FL 33166
LAW ENFORCE AGENCY
305-887-1444
Sgt. Albert Sandoval

**Ship to:**
MIAMI SPRINGS POLICE DEPARTMENT
201 WESTWARD DR 2ND FL
MIAMI SPRINGS, FL 33166
LAW ENFORC AGENCY

**Customer #:** 11546 **FFL Exp Dt:** **Ship-via code:** **Tracking #**
**Sales Rep:** MARI **Due Date :** 02/07/2026 **Terms:** Net due in 30 days

| L&S PO# | Line Type | Quantity Item # | MPN | Description | Price | Selling unit | Ext prc |
|---|---|---|---|---|---|---|---|
| | Order | 1 23851 | | FLORIDA STATE CONTRACT: 46000000-21-STC | 0.00 | EACH | 0.00 |
| | Drop-ship | 90 12028 | WC93 | WINCHESTER 147 GR. WINCLEAN® 9MM LUGER | 158.13 | 500RDS(CS) | 14,231.70 |
| | Drop-ship | 24 12055 | Q3131K | WINCHESTER 55 GR. FULL METAL JACKET 5.56 MM | 508.82 | 1000RDS(CS) | 12,211.68 |
| | Order | 1 SHIPPING | | SHIPPING & HANDLING CHARGES | 0.00 | EACH | 0.00 |
| | Order | 1 CONV FEE | | A 3% CONVENIENCE FEE WILL BE APPLIED TO ALL CREDIT CARD TRANSACTIONS | 0.00 | N/A | 0.00 |

A 3% Convenience Fee will be applied to all credit card transactions
All returns or cancelled orders are subject to restocking fee per manufacturer
All cancelled pre-paid orders are subject to a 5% cancellation fee. All firearm sales are final!

**User:** MARI **Total line items:** 5

| | |
|---|---|
| **Sale subtotal:** | 26,443.38 |
| **Tax:** | 0.00 |
| **Total:** | 26,443.38 |

Thank you for shopping at
Lawmen's & Shooters' Supply!

*101-R3731*

# AGENDA MEMORANDUM

**Meeting Date:** 1/26/2026

**To:** The Honorable Walter Fajet and Members of the City Council

**Via:** JC Jimenez, City Manager

**From:** Juan Pena, Public Works Director

**Subject:** Resolution Establishing Schedule of Franchise Fees for Private Waste Haulers

**RECOMMENDATION:**
Public Works Staff recommends that the Mayor and City Council approve the resolution establishing the schedule of franchise fees for private waste haulers. Chapter 93, Waste Removal and Property Maintenance, of the City of Miami Springs Code of Ordinances regulates private waste hauling operations within the City. Section 93-12 provides for a non-exclusive franchise framework under which private waste haulers may operate, subject to City oversight and the payment of applicable franchise fees.

**DISCUSSION:**
On November 10, 2025, the City Council approved the ordinance on First Reading and advanced it to Second Reading. At the Second Reading held on December 8, 2025, the City Council unanimously directed that the Schedule of Franchise Fees be established by resolution. Establishing the fee schedule by resolution provides the City with administrative flexibility while ensuring transparency, consistency, and appropriate cost recovery related to the regulation of private waste hauling activities.

The proposed resolution establishes a formal schedule of franchise fees applicable to private waste haulers operating within the City and supports enforcement of related administrative provisions, including the assessment of late charges and interest on unpaid or delinquent franchise fees, as authorized by the City Code. Adoption of the resolution will ensure uniform application of franchise fees to all private waste haulers, recover administrative, regulatory, and enforcement costs incurred by the City, provide clarity regarding fee obligations, support compliance with the City's non-exclusive franchise requirements, and allow for future fee adjustments through Council action by resolution.

**RESOLUTION NO. 2026-_____**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AND ADOPTING AN AMENDED FEE SCHEDULE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") maintains a Schedule of Fees ("Fee Schedule"); and

**WHEREAS,** Section 151-07 of the City's Code of Ordinances ("Code") provides that a current schedule of charges for building, plumbing, electrical, mechanical, and other related permit fees shall be approved from time to time by resolution of the City Council after submission for their approval by the City administration; and

**WHEREAS,** on November 10, 2025, the City Council adopted an Ordinance on Second Reading amending Section 93-12 of the City Code in order to establish non-exclusive franchise fee rates and related late fees and interest charges; and

**WHEREAS**, the City Manager recommends amending the Fee Schedule to adopt non-exclusive franchise fees and related late fees and interest charges, as set forth in the further detail in the amended Fee Schedule attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council has reviewed the proposed amended Fee Schedule attached hereto as Exhibit "A" and has determined that the amended Fee Schedule is both fair and appropriate; and

**WHEREAS,** the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval of Amended Fee Schedule.** That the City Council hereby approves the amended Fee Schedule attached hereto as Exhibit "A."

**Section 3. Authorization.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |
| Councilmember Orlando Lamas | _____ |

**PASSED AND ADOPTED** this _____ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

CITY OF MIAMI SPRINGS

201 Westward Drive

Miami Springs, Florida 33166

Building Processing Department

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# SCHEDULE OF CHARGES FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND OTHER RELATED PERMITS AND FEES

**BUILDING PERMITS FEES:**

1. **General maintenance and repairs.**
   Refer to City Code Section 151.04 (H).

2. **Upfront Processing Fee.**
   When the building permit is received, the applicant shall pay an "upfront" processing fee equal **($3.00)** for each one hundred (100) square feet, or fractional part thereof, or **($3.00)** for each **($1,000.00)** of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.

3. **Structural Processing Fee.**
   When a building permit application requires review by the structural plans processor, a non-refundable fee of **($100)** shall be added to the upfront fee on residential permits and **($150)** for Commercial permits**.** Subsequent reviews required shall be charged at the same rate per review. Special reviews or reviews that require extra time shall be charged at as per hour rate for the structural engineer.
   - A fee of **($50)** shall be charged for window, door, and shutter replacement permits.
   - No fees shall be charged for up to two item submittals of a window, door or shutter permits.

4. **New Construction or Additions Fee.**
   The permit fee for general or new construction shall be as follows:

   **A. New residences, and additions to residential property:**
   - Per **$1.00** of estimated cost or fractional part….**($0.03)** (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
   - Minimum fee: **$150.00**

   **B. Office buildings, duplexes, hotels, apartments, condominiums, store buildings or any other commercial or multiple family zoned properties, tenant improvements, interior alterations, parking garages, warehouses with minimum office space, commercial swimming pools:**
   - Per **$1.00** of estimated cost or fractional part…. **($0.04)** (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)
   - Minimum fee: **$150.00**

   **C. Valuation.** The method of determining minimum valuation on which permits are based as covered above shall be established by the **Building Official** in conjunction with the Dade County Office of Code Compliance. (Chapter 8, Section 8-12)

5. **General.** The permit fee for general construction shall be based on (3%) of the estimated cost for Residential Properties. For Commercial Properties the permit fee for general construction shall be based upon a tiered valuation schedule as follows: (4%) for the first $5,000,000.00 of estimated costs; an additional (3%) for the estimated costs between $5,000,000.01 and $10,000,000.00; and an additional (2%) for the estimated costs over $10,000,000.01. The minimum permit fees shall be as follows:

   A. Concrete patios, driveways, concrete steps, walkways, parking lots, tennis courts and landscaping (residential or business):
      - Minimum fee: **$180.00**
      - **($0.18)** per sq. ft. or fractional part thereof
   B. Wood decks, screen enclosures, and aluminum roofs:
      - Minimum fee: **$180.00**
      - (**$0.75**) per sq. ft. or fractional part thereof.
   C. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):
      - Minimum fee: **$150.00**
      - **($4.38)** per each item or fractional part thereof.
   D. Roof and roof repairs, general repairs over $300.00 (residential or business):
      - Minimum fee: **$125.00**
      - Flat & Shingle **($0.15)** per sq. ft. or fractional part thereof.
      - Tile & Metal **($0.20)** per sq. ft. or fractional part thereof.
   E. Air conditioning screens, aluminum fences, wood fences (residential or business):
      - Minimum fee: **$150.00**
      - **($0.81)** per LN. FT. or fractional part thereof.
   F. Wrought iron fences, metal or aluminum picket fences, and railings (residential or business):
      - Minimum fee: **$150.00**
      - **($1.06)** per LN. FT. or fractional part thereof.
   G. Masonry fences and retaining walls:
      - Minimum fee: **$180.00**
      - **($2.00)** per LN. FT. or fractional part thereof.
   H. Chain link fences (residential or business):
      - Minimum fee: **$125.00**
      - **($0.38)** per LN. FT. or fractional part thereof.
   I. Signs:
      - Minimum fee: **$150.00**
      - **($2.50)** per sq. ft. or fractional part thereof.
      - Contractor Signs: **$25.00**
      - Window signs:**$50 (minimum fee not applicable)**
   J. Housing and building moving:
      - Per building or structure: **$125.00**
      - For each 100 sq. ft. or fractional part thereof: **($12.50)**
   K. Demolition (residential or business):
      - Minimum fee: **$150.00**
      - **($0.06)** per sq. ft. or fractional part thereof.
   L. Utility sheds
      - Per building or structure: **$125.00**

6. **Alterations and Repairs Fee:**
   A. (Single family residential zones):
      - Minimum fee: $125.00
      - Per **$1000.00** of value or fractional part thereof: **($30.00)**
   B. (Commercial or multiple family zones):
      - Minimum fee: **$125.00**
      - Per **$1000.00** of value or fractional part thereof: **($40.00)**

7. **Minimum Permit Fee:**
   A Minimum Permit shall be allowed in cases where the value of the job is below $500, and the Permit requires only one review and one inspection. Such Permit shall have a fee of fifty dollars **($50.00**). Minimum Permits must have the prior approval of the Building Official, Director of Building and Code Compliance, or his/her designee.

8. **Miscellaneous Fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:**
   A. **Re-inspection fees.** Refer to Code Section 151.06(B)(1).
   B. **Double fees.** When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay ($100.00) plus a double permit fee. The payment of the required fee shall not relieve them from being subject to any of the penalties therein. The double fee requirements shall be applicable to all divisions of the Building Department as noted herein.
   C. **Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be (**30%)** of the original building permit fee up to a maximum of **($500.00).** The lost plan fee shall never be lower than **($100.00).**
   D. **Revisions to existing plans.** A fee for reviewing plans (after approval of initial plans) shall be **($75.00)** per sheet and/or per trade, with a minimum fee of **($25.00).**
   E. **Extension of permit prior to expiration**. A fee of **($100.00)** shall be paid by the permit holder who submits a written request for a permit extension to the Building Official.
   F. **Renewal of expired permit.** A minimum fee of **($125.00)** shall be applied for those permits that only require a final inspection. When a permit has become null and void pursuant to the Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any re-application (Renewal) fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in this Section.
   G. **Shop drawing review.** A fee of **($17.50)** per sheet shall be charged for reviewing shop drawings.
   H. **Certificate of occupancy and certificate of completion. ($250.00)** each.
   I. **Temporary certificate of occupancy and temporary certificate of completion. ($125.00)** each. Failure to renew temporary certificate of occupancy or temporary certificate of completion (**$125.00)**.
   J. **Permit card replacement** shall carry a fee of **($30.00).**
   K. **Change of contractor.** The fee for a change of contractor shall be **(25%)** percent of the original base permit fee when the job is up to fifty percent complete as determined by the City Building Official. The fee for a change of contractor shall be **(20%)** percent of the original base permit fee when the job is between fifty-one and seventy five percent

complete as determined by the City Building Official. The fee for a change of contractor shall be **(10%)** percent of the original base permit fee when the job is between seventy- s i x and one hundred percent complete as determined by the City Building Official. Notwithstanding the foregoing fee, other miscellaneous fees set forth in this Schedule of Charges may also be applicable in the sole and exclusive discretion of the City Building Official.

L. **Thirty-Year Recertification fee.** For every application for thirty-year recertification under section 104.9, Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of **($350.00).** For every application for subsequent recertification at ten-year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of **($200.00).** For every recertification extension application, there shall be paid to the City, for the processing of each application, a **($200.00)** fee.

M. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred twenty-five dollars **($125.00**) shall be paid to the City. A fee of **($50.00)** shall be assessed for a verification inspection required to close-out and/or cancel an expired permit.

N. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of **($125.00)** shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is nonrefundable and does not apply towards the licensing fee.

O. A fee of **($25.00)** shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.

P. A fee of fifty cents **(.50)** per $1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

Q. A fee of one cent **(.01)** per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section 468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non- refundable.

R. **Construction completion bond** in the amount of **$250.00** shall be assessed on every permit which is valued in excess of $2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.

S. **Special Project Fees**. The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on the estimated time needed for the project times the current hourly rate of the Building Official or his designee.

T. **Conditional Re-Occupancy Agreement**-**$500**

U. **Conditional Code Compliance Agreement**-**$500**

V. **Unsafe Structures Board Filing $500 plus costs** (as billed by the Unsafe Structures Board)

W. **Technology Fee:**

A technology fee of 10% of the total Building permit fee shall be assessed to each permit to enhance the city's ability to provide state-of-the-art technology to its Building Department customers.

X. **Scanning Fee.** A fee charged per page for cost recovery of digitizing permit drawings for electronic plan review:
- Small sheets "11x17 or smaller" shall be charged at **($1.00 per page)**
- Large sheets "18x24 or larger" shall be charged at **($3.00 per page)**

Y. **After Hours Inspection Fee/Expediate Review.** Inspections/Expediate Reviews scheduled before/after working hours, weekends and/or holidays shall be paid in advanced.
- Residential: ($150.00 per inspection/review)
- Commercial: ($250.00 per inspection/review)

**9. Refunds. The refunding of any permit fees shall be as follows:**

A. There shall be no permit fees refunded for completed permitted work.

B. The Building Director may recommend the refund of 80% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been void. However, the fee collected for the examination of plans and specifications shall not be refundable.

C. If at any time a permit is canceled for any reason, at such time as a new permit is requested a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

**ELECTRICAL PERMIT FEES:**

**1. Minimum fee ..... $125.00**

A. Temporary service for testing purposes, construction..... **$62.50**
(Plus fees listed below for 101 amps & over)

B. Service repair and/or meter change (adding 3rd phase) ..... **$50.00**

C. Temporary for testing, for a period of 30 days..... **$50.00**

D. Renewal, for additional 30 days ..... **$50.00**

E. Signs (each) ..... **$50.00**

**2. Services.** In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):

A. 100 amps and under ..... **$37.50**

B. 101 amps thru 200 amps ..... **$43.75**

C. 201 amps thru 400 amps ..... **$50.00**

D. 401 amps thru 600 amps ..... **$62.50**

E. 601 amps thru 800 amps ..... **$68.75**

F. For each 100 amps over 800 amps ..... **$6.25**

**3. Switchboards.** Fees are the same as the fees under "services" computed on amps, as set forth in (2.) above.

**4. Rough wiring outlets**. (light, receptacle, switch, sign and also telephone and other low voltage outlets):

A. 1-10 outlets ..... **$25.00**

B. Each additional outlet ..... **$2.50**

**5. Low voltage systems.** Items listed below but, not limited to:

A. Fire alarm or intercom systems, each device ..... **$37.50**
(**Security alarms do not require a permit)**

B. Fire alarm and/or fire pump test, per hour ..... **$62.50**

**6. Equipment outlets or permanent connections:**

A. Air conditioners, window and through wall units ..... **$12.50**
B. Compactor ..... **$12.50**
C. Deep freezer ..... **$12.50**
D. Dishwasher ..... **$12.50**
E. Dryer ..... **$12.50**
F. Fan ..... **$12.50**
G. Garbage disposal ..... **$12.50**
H. Heat recovery ..... **$12.50**
I. Oven ..... **$12.50**
J. Range/range top ..... **$12.50**
K. Refrigerator (domestic) ..... **$12.50**
L. Refrigerator (commercial per HP, see motor schedule) ..... **$12.50**
M. Space heater ..... **$12.50**
N. Time clock ..... **$12.50**
O. Washing machine ..... **$12.50**
P. Water heater-boiler (electrical) ..... **$12.50**

**7. Air conditioners, central, per ton ..... $8.75**

**8. Clear violations inspection, new tenants ..... $62.50**

**9. Motors:**

A. Up to 5 HP ..... **$12.50**
B. 5 HP - 10 HP ..... **$37.50**
C. Over 10 HP (additional per HP) ..... **$2.50**

**10. Generators, transformers, commercial heating equipment and strip heaters:**

A. Up to 5 KW ..... **$12.50**
B. Up to 10 KW ..... **$20.00**
C. 10 KW - 25 KW, each ..... **$37.50**
D. Over 25 KW, each ..... **$62.50**
E. Transformers for X-rays ..... **$22.50**

**11. Welding machine outlets:**

A. Up to 50 amps ..... **$25.00**
B. Each additional 50 amps or fraction thereof ..... **$12.50**

**12. Special purpose outlets, commercial:** Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., **$25.00** each.

**13. Temporary work on circuses, carnivals, outdoor events...**

A. Minimum Fee ..... **$187.50**

**14. Fixtures:**

A. Lights:
- 1 - 10 sockets ..... **$12.50**
- 1 - 10 fluorescent tubes ..... **$12.50**

B. Each additional ..... **$1.25**
C. Lighting fixture "heads", each ..... **$8.75**
D. Flood lights or light standards, each ..... **$12.50**
E. Parking lot lights, mercury vapor or quartz, charge per light ..... **$12.50**

**15. Plug mold and strip lighting:**

A. First 10 feet or fractional part thereof ..... **$31.25**
B. Each 5 feet or fractional part thereafter ..... **$3.75**

**16. Minimum permit fee including repair work not elsewhere classified ..... $125.00**

**17. Satellite Antenna grounding ..... $62.50**

**18. Demolitions; removal of electrical circuits, per floor ..... $43.75**

**19. Swimming pools, spas and hot tubs:**

A. Residential ..... **$125.00**
B. Commercial ..... **$125.00**

**C.** Residential pool & spa combination ..... **$125.00**

**20. Photovoltaic & Solar Thermal Systems**.
The permit fee for photovoltaic and solar thermal systems shall be based on **(3%)** of the estimated cost, with a minimum fee of **($180.00)**.

**PLUMBING PERMIT FEES:**

**1. Residential/commercial (new construction, additions, alterations).**
**Minimum fee.** ..... **$125.00**
A. Rough and set at eight dollars and seventy-five cents **($8.75)** rough-in, eight dollars and seventy-five cents **($8.75)** set on each fixture listed below if part of the same permit application. Including, but not limited to, bathtub, bidet, dishwasher, disposal, drinking fountain, floor drain, lavatory, laundry tray, clothes washer, shower, sink, urinal, water closet indirect wastes, icemaker, and water heater.
B. Items not covered under minimum fee schedule shall be priced at a minimum per-unit or fixture rate of seventeen dollars and fifty cents **($17.50)** eight dollars and seventy-five cents **($8.75)** rough-in, eight dollars and seventy-five cents **($8.75)** set.

**2. Water treatment plants, sewage treatment plants and lift stations.**
A. First $1,000.00 value or fractional part thereof ..... **$93.75**
B. Each additional $1,000.00 value or fractional part thereof ..... **$31.25**

**3.** Natural gas and liquefied petroleum rough and set at eight dollars and seventy-five cents **($8.75)** rough-in, eight dollars and seventy-five cents **($8.75)** set on each fixture if parts of the same permit application. (See minimum fee above.)

**4.** Grease trap ..... **$43.75**
**5.** Interceptor ..... **$43.75**
**6.** Wells ..... **$43.75**
**7.** Sewer connection ..... **$43.75**
**8.** Water service ..... **$43.75**
**9.** Sewer capping ..... **$43.75**
**10.** Septic tank ..... **$62.50**
**11.** Soakage pit ..... **$43.75**
**12.** Catch basin ..... **$31.25**
**13.** Interceptor-grease-oil ..... **$43.75**
**14.** Solar water heaters, installation or repair ..... **$43.75**
**15.** Heat recovery systems ..... **$43.75**
**16.** Pool piping ..... **$43.75**
**17.** Drain field ..... **$43.75**
**18.** Pump and abandon septic tank ..... **$43.75**
**19.** Roof drains & area drains ..... **$43.75**
**20.** Lawn Sprinkler System ..... **$43.75**
**21.** Back-flow prevention device:
A. Up to 2" (inches) ..... **$43.75**
B. Over 2" (inches) ..... **$62.50**

**22.** Fire Sprinklers:
A. Each Siamese ..... **$31.25**
B. Each Post Indicator Valve ..... **$31.25**
C. Each RoofManifold ..... **$31.25**
D. Each Fire Pump ..... **$43.75**
E. Each Sprinkler Head ..... **$0.94**

F. Connection to municipal water supply.....**$31.25**

**MECHANICAL PERMIT FEES:**

The building department shall charge and collect for mechanical permits at the following rate:

1. **Air conditioning and refrigeration:**
   - Minimum fee.....**$125.00**
   - Per ton or fractional part of ton .....**$15.00**
2. **Condensate drains:**
   - First .....**$15.00**
   - Each additional.....**$6.25**
3. **Heating units:**
   A. First 5 units, each unit.....**$31.25**
   B. Each unit thereafter.....**$18.75**
   C. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.
      - For the first 200,000 BTU or fractional part .....**$43.75**
      - For each additional 100,000 BTU or fractional part .....**$25.00**
      - Ductwork:
        - first **$1,000.00** value .....**$43.75**
        - each additional **$1,000.00** value or fractional part thereof .....**$15.00**
4. **All spray booths:**
   A. For the first 300 sq. feet or fractional part thereof.....**$250.00**
   B. Each additional 100 sq. feet or fractional part thereof .....**$125.00**
5. **Boilers and pressure vessels:**
   A. Rated capacity first 200,000 BTU.....**$125.00**
   B. Each additional 100,000 BTU's.....**$25.00**
   (Tons = BTU's divided by 12,000)
   C. Steam boilers, each.....**$125.00**
   D. Hot water boilers (same), each.....**$125.00**
   E. Miniature boilers (same), each.....**$62.50**
   F. Steam driven prime movers, each.....**$62.50**
   G. Steam actuated machinery, each .....**$18.75**
   H. Unfired pressure vessels; operating at pressures in excess of 60 psi and having a volume of more than 5 cu. ft .....**$50.00**
      a. Fee for periodic inspections of steam boiler (semi-annual, internal and external):
      - Semiannual internal inspection .....**$37.50**
      - Semiannual external inspection .....**$62.50**
      - Hot water boilers, annual .....**$62.50**
      - Unfired pressure vessel, annual.....**$62.50**
      - Miniature boilers, semiannual, each inspection.....**$43.75**
   I. Certificate of inspection, (conducted by an independent agency) .....**$62.50**
   J. Processing by mechanical inspector.....**$130.00**
6. **Internal combustion engines:**
   - Up to 50 KVA.....**$125.00**
   - Each additional 5 KVA or fractional part thereof.....**$25.00**
7. **Pressure piping:**
   - First $1,000.00 ..... **$62.50**

- Each additional $1,000 or fractional part thereof ..... **$31.25**

8. **Cooling tower:**
   - Up to 10 tons..... **$62.50**
   - Each additional 10 tons or fractional part thereof ..... **$18.75**
9. **Ventilation and ventilation systems:**
   - Up to $1,000.00 in value..... **$43.75**
   - Each additional 10 tons or fractional part thereof ..... **$18.75**
10. **Fireplace (each) ..... $62.50**
11. **Bath fans, vented:**
    - First ..... **$18.75**
    - Each additional..... **$12.50**
12. **Vented kitchen hoods, residential..... $31.25**
13. **Storage tanks for flammable liquids (gas), per tank..... $50.00**
14. **Piping for flammable liquids:**
    - First **$1,000.00** in value..... **$62.50**
    - Each additional **$1,000.00** or fractional part thereof..... **$31.25**
15. **Chemical fire suppression system (each) ..... $62.50**
16. **Commercial hoods and fans (each) ..... $93.75**
17. **Exhaust fans/power vents (each) ..... $43.75**
18. **Unfired pressure vessels (each) ..... $43.75**
19. **Yearly smoke evacuation test..... $250.00**

**PORTABLE STORAGE UNITS FEE:**

1. **Portable Storage Units (PSU) ..... $50.00**
2. **PSU Renewal..... $25.00**
3. **Permit fee for PSU shall be waived by the Building Official when a current Building Permit has been obtained on for the same property address.**

**PLANNING AND ZONING FEES:**

| **Public Hearings** | | | | |
|---|---|---|---|---|
| **Code Section** | **Process** | **Type** | **Filing Fee** | **Cost Recovery Deposit*** |
| **150-103** | **Zoning and Planning Board** | **Privately initiated process (PIP)** | **$250** | **$2,000** |
| **150-112** | **Board of Adjustment** | **PIP** | **$250** | **$2,000** |
| **150-114.5** | **Advertising and Notification** | **PIP** | **n/a** | **At cost and covered by Cost Recovery** |
| **150-114.5** | **Re-advertising and Re-notification** | **Applicant requested deferral** | **n/a** | **At cost and covered by Cost Recovery** |

| Comprehensive Plan and Zoning Code Changes | | | | |
|---|---|---|---|---|
| Code Section | Process | Type | Filing Fee | Cost Recovery Deposit* |
| 150-114 | Zoning Map Change | PIP | $250 | $3,000 |
| 150-104 | Zoning Code (Text) Change | PIP | $250 | $5,000 |
| 150-021 | Interpretation of Zoning Code | PIP | $100 | $1,000 |
| | Comprehensive Plan Map (FLUM) Change | PIP- small scale | $500 | $5,000 |
| | Comprehensive Plan Map (FLUM) Change | PIP - large scale | $500 | $10,000 |
| | Comprehensive Plan Text Change | PIP | $500 | $10,000 |
| **Subdivision of Land** | | | | |
| Code Section | Process | Type | Filing Fee | Cost Recovery Deposit* |
| 150-119 150-020 | New Plat/Replat | PIP-tentative | $500 | $7,000 |
| | | PIP-final | $500 | $3,000 |
| | Waiver of Plat | PIP | $500 | $1,500 |
| **Development Review** | | | | |
| Code Section | Process | Type | Filing Fee | Cost Recovery Deposit* |
| 150-070.1 150-164 | Pre-Application Meeting | PIP-all applicable processes | $150 | $1,000 |
| | Site Plan Approval | PIP | $500 | $10,000 |
| | Site Plan Amendment | PIP | $500 | $5,000 |
| 150-045 150-070 | Conditional Use | PIP | $500 | $3,000 |
| **Variances and Appeals** | | | | |
| Code Section | Process | Type | Filing Fee | Cost Recovery Deposit* |
| 150-112 150-015 93-51 | Variance | PIP-residential<br>PIP-non-residential | $350<br>$350 | $3,000<br>$5,000 |
| | | PIP-commercial vehicle parking | $50 | $350 |
| | | PIP-color palette | $50 | $1,500 |
| 150-111 | Appeals | PIP-residential<br>PIP-non-residential | $100<br>$200 | $1,000<br>$2,250 |

| Miscellaneous | | | | |
|---|---|---|---|---|
| **Code Section** | **Process** | **Type** | **Filing Fee** | **Cost Recovery Deposit*** |
| **96-26** | **Rights-of-Way Work Permit** | **PIP** | **$75** | **N/A** |
| **96-205** | **Street or Alley Abandonment/Vacation** | **PIP** | **$500** | **$4,000** |
| | **Modification or release of covenant** | **PIP** | **$150** | **$500** |
| | **Zoning Verification Letter** | **PIP-all zoning districts** | **$25** | **$125** |
| **92-02** | **Zoning Permit Reviews** | **PIP-Residential**<br>**PIP-Commercial** | | **$100****<br>**$200**** |
| | **Research** | **All** | | **$120/hour** |
| **154-03** | **FIRM Map Determination** | **Historical**<br>**Current** | **$25**<br>**$25** | **$125**<br>**$250** |
| **150-005** | **Alcoholic Beverage License New and Change of Ownership to Existing Establishment** | **2APC, 3APS**<br>**2COP**<br>**4COP, 4COP-SRX** | **$50**<br>**$50**<br>**$50** | **$100**<br>**$150**<br>**$400** |
| **80-21** | **Alcoholic Beverage License** | **Special Event Vendor** | **$25** | **$50** |
| **N/A** | **Withdrawal of Application** | **Privately initiated request** | **After 10 days from receipt, no refund of fees** | |

***Cost recovery: Cost recovery covers the City's actual cost of publication, posting and mailing of required notices, as well as City-retained consultant/professional/expert review services (including but not limited to planning, surveying, landscape, engineering, legal, and any others that may be determined necessary to review an application). The amounts listed are the minimum cost recovery deposit that an applicant must pay to initiate the review process, which will be placed into a cost recovery escrow account established by the City for this purpose. Withdrawals will be made to reimburse the City for all direct expenses described above. When the balance in the cost recovery escrow account is reduced to one-half (½) of its initial amount, the applicant will be notified and will need to replenish the account to the original balance. If the account is not replenished within 10 calendar days after the applicant is notified, in writing, of the requirement, the City will suspend review of the application and/or scheduling of the application for any board or commission hearing. Following final approval or denial of an application, expiration of any applicable appeal period, and/or payment of all consultant charges, the City will, upon request, refund to the applicant any funds remaining in the cost recovery escrow account.

** Plus 50% of fee for rework after second disapproval.

*** Plus $250.00 for preparation of covenant, if applicable

**TREE RELATED FEES:**

| Zoning of Property | Before inspection (Insp.) (must be submitted with the tree removal/relocation application (appl.)) |
|---|---|
| Single Family/Residential | $65 appl + $35 initial insp. =$98 |
| Multi-Family | $80 appl + $35 initial insp. =$115 |
| Business | $105 appl + $35 initial insp. =$140 |
| Commercial | $105 appl + $35 initial insp. =$140 |
| Right of Way/Swale | $30 appl + $35 initial insp. =$65 |

| Zoning of Property | After inspection (insp.) (must be paid before Department signs/executes the tree removal/relocation permit) |
|---|---|
| Single Family/Residential | $35 final insp. + $12 per tree up to max. of $320 |
| Multi-Family | $35 final insp. + $12 per tree up to max. of $395 |
| Business | $35 final insp. + $12 per tree up to max. of $395 |
| Commercial | $35 final insp. + $12 per tree up to max. of $660 |
| Right of Way/Swale | $35 final insp. + $6 per tree up to max. of $265 |

- Inspection fees listed above are based on applications to remove and/or relocate and assess 20 trees or less. For projects with more than 20 trees, the inspection fees are adjusted as follows:
  - 21-100 trees to be inspected: $65
- For all new application submittals, the application and the initial inspection fee must be paid prior to commencement of application processing.
- For After-the Fact (ATF) tree removal/relocation permits, the application and per tree(s) fee shall be doubled (2x). The fees listed above are based on voluntary (not ATF) applications.
- For relocation only permits, there is no per tree(s) fee charged, only the application and inspection fees.
- In order to renew/extend a permit, you will be required to pay the original application fee amount prior to the expiration of the current permit.
- ***Please be advised that the application and the initial inspection fee are required upon submission of a tree removal/relocation permit application and are non-refundable if cancelled, withdrawn, or denied.***

**REPLACEMENT TREE CANOPY CREDITS**

| Replacement Tree | Minimum Height | Canopy Credit | Tree Trust Contribution |
|---|---|---|---|
| Large tree species* | 15 feet overall height | 500 square feet | $1,000 |
| Medium tree species | 12 feet overall height | 300 square feet | $500 |
| Small tree species | 10 feet overall height | 200 square feet | $300 |

- Additional canopy credits for replacement trees may be granted at the discretion of the Department for large tree species exceeding 20 feet in overall height.

**POLICE DEPARTMENT FEES:**

| **OFF-DUTY POLICE SERVICES*** | |
|---|---|
| Police Officer (Regular) | $65/hour |
| Police Supervisor (Regular) | $70/hour |
| Police Officer (Holiday Rate) | $100/hour |
| Police Supervisor (Holiday Rate) | $100/hour |

*The minimum charge for any off-duty police assignment(s) shall be based on a minimum of three (3) hours of off-duty police services. In the event an off-duty police assignment request is cancelled with less than eight hours written notice prior to the scheduled service, the requesting person or entity shall be responsible for payment of a three (3) hour minimum charge for each off-duty police officer assigned to the request.

## PUBLIC WORKS SANITATION DIVISION FEES:

| PRIVATE WASTE HAULER NON-EXCLUSIVE FRANCHISE | |
|---|---|
| New Application | $250 |
| Renewal Application Fee | $250 |
| Non-Exclusive Franchise Fee Rate | 18% of Total Monthly Gross Receipts* |
| Late Payment Fee | $150 |
| Late Payment Interest Rate | 1.5% per month |
| *Payments shall be made to and received by the City Finance Department no later than the fifth day of the month following the month for which the monthly gross receipts were collected. | |

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD

8:08 am, 02/16/2022

CLERK OF THE BOARD

# Memorandum

MIAMI-DADE COUNTY

**Date:**

**To:** Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

**From:** Daniella Levine Cava
Mayor

**Subject:** Recommendation for Approval to Establish a Prequalification Pool for Plant Material and Tree Services

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## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the establishment of a prequalification pool, *RTQ-02029, Plant Material and Tree Services* for multiple County departments, with an allocation of $27,828,000. Small Business Enterprise (SBE) measures will be determined prior to advertising each spot market competition; and local preference will be applied at the time of spot market competition where permitted by the funding source.

There are nine vendors being recommended for inclusion in the pool, of which all have local addresses and five are certified SBE firms. The County received 17 responses to the solicitation including one "No-Bid." Upon advertisement 7,911 vendors were notified, from which 57 vendors viewed the notification. Additionally, all incumbent vendors were emailed to advise them that the replacement solicitation was advertised in BidSync, with instructions on how to locate the solicitation in order to respond by the due date. As of July 2021, there were 44 SBE firms certified in the applicable commodity codes. The pool will remain open to allow additional vendors to join upon meeting the qualification criteria. Staff will continue to reach out to those firms to encourage their participation in the pool.

This pool will replace Prequalification Pool No. 1298-1/21-1, Plant Materials and Trees, Purchase, Delivery, Installation and Services, which was approved by the Board through Resolution No. R-131-12 for a five-year term with one, five-year option to renew. The solicitation included four groups, of which Groups 1, 2 and 3 established a prequalified pool of vendors for purchase of plant materials and tree services and Group 4 was an award for the purchase of tree location services for various plant species. The pool was subsequently modified under delegated authority and by the Board through resolution numbers R-740-13, R-327-14, R-199-16, R-1150-18, and R-471-20. Upon inception, the pool had 11 vendors, of which 10 were local, and five were certified SBE firms. Currently, Prequalification Pool No. 1298-1/21-1, has 38 vendors of which 35 are local and 16 are certified SBEs.

## Background

This replacement pool consists of six groups: 1) Furnish Plant Material; 2) Furnish and Install Plant Material; 3) Tree Services (with Arborist); 4) Tree Services (without Arborist); 5) Disposal Services of Solid Waste, and 6) Disposal Services of Plant Debris. The pool will provide for the purchase of plant materials such as flowers, shrubs, trees, palms, ground covers, vines, sod, seeds, and cuttings, as well as installation of such plant material. Where practicable, departments will prioritize the purchase and planting of native trees and plants. The pool also provides for tree services such as trimming, thinning, shaping, transplanting, relocating, resetting, and mulching, as well as disposal services for disposal of solid waste and plant debris associated with planting projects.

The pool will be used for a wide variety of projects including various beautification projects throughout the County; plantings around new construction; to provide trees for Neat Streets Miami volunteer events and tree give-away events; to provide sound barriers between exhibits at ZooMiami; to trim trees prior to hurricane season to mitigate potential damage caused by storms; and to replace plant material that gets destroyed by various storms.

## Scope

The scope of this item is countywide in nature.

**Fiscal Impact/Funding Source**
The fiscal impact for the five-year term is $27,828,000. The current pool, 1298-1/21-1, is valued at $42,726,000 for a ten-year and three-month term and expires on May 31, 2022. The allocation under the proposed pool is higher than the current pool on an annualized basis due to anticipated usage and inflation costs for these types of goods and services.

| Department | Allocation | Funding Source | Contract Manager |
|---|---|---|---|
| Aviation | $1,100,000 | Proprietary Funds | Neivy Garcia |
| Community Action and Human Services | $100,000 | General Fund / Federal Funds | Brad Skinner |
| Corrections and Rehabilitation | $55,000 | General Fund | Zuleika Davidson |
| Cultural Affairs | $100,000 | Proprietary Funds | Olga Gonzalez |
| Fire Rescue | $60,000 | Fire District | Marianela Betancourt |
| Internal Services | $775,000 | Internal Services Funds | Jennyfer Calderon |
| Library System | $289,000 | Library District | Kimberly Craig |
| Parks, Recreation, and Open Spaces | $16,000,000 | General Fund | Fernando Robreno |
| Police | $25,000 | General Fund | Laura Romano |
| PortMiami | $125,000 | Proprietary Funds | Gyselle Pino |
| Public Housing and Community Development | $3,792,000 | Federal Funds | Indira Rajkumar-Futch |
| Regulatory and Economic Resources | $635,000 | Proprietary Funds | Manuel Blanco |
| Solid Waste Management | $994,000 | General Fund/ Proprietary Funds | Karina Careaga |
| Transportation and Public Works | $2,500,000 | Stormwater Utility Fund | Rodney McMillian |
| Water and Sewer | $1,278,000 | Proprietary Funds | Susan Pascul |
| **Total:** | **$27,828,000** | | |

It should be noted that contracts contain termination for convenience provision which can be exercised if the commodities and services in this item are affected by the establishment of the constitutional offices.

**Track Record/Monitor**
Jessica Tyrrell of the Internal Services Department is the Procurement Contracting Manager.

**Delegated Authority**
Upon approval of this item, a pool of prequalified vendors will be established to participate in spot market competitions. The County Mayor or the County Mayor's designee will have the authority to solicit pricing and award contracts up to an aggregate amount of the allocation authorized by the Board. The County Mayor or the County Mayor's designee will also have the authority to (a) exercise all provisions of the solicitation documents and any resulting contracts pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38 and (b) add vendors to the pool at any time, subject to ratification by the Board on a bi-annual basis.

**Vendors Prequalified for Pool**
A Request to Qualify was issued under full and open competition, and 17 vendors responded to the solicitation, including one "No Bid." Nine vendors are being recommended for inclusion in the pool as set forth in the table below.

| Vendor | Principal Address | Local Address | Principal | Group(s) Prequalified |
|---|---|---|---|---|
| A Native Tree Service, Inc. (SBE) | 15733 SW 117 Avenue Miami, FL | Same | Dayne Tomasetti | 3 and 4 |
| Able Business Services, Inc. (SBE) | 1234 NW 79 Street Miami, FL | Same | William L. Berry | 1, 2, 3, 4, 5, and 6 |
| Arazoza Brothers Corp. | 7027 SW 87 Court Miami, FL | Same | Alberto. Arazoza | 1, 2, 3, and 4 |
| Crodon, Inc. (SBE) | 11767 S Dixie Highway Miami, FL | Same | Mark Donnelly | 3 and 4 |
| Green Wise Group, LLC | 18430 SW 224 Street Miami, FL | Same | Eugene J. Sherwood | 3 and 4 |
| Ground Effects, Inc. (SBE) | 8341NW 170 Terrace Miami, FL | Same | Luis Valdes | 1, 2, 3, and 4 |
| SFM Services, Inc. | 9700 NW 79 Avenue Miami, FL | Same | Christian Infante | 1, 2, 3, 4, 5, and 6 |
| Sunset Sod, Inc. (SBE) | 13100 SW 124 Avenue Miami, FL | Same | Kathleen Hernandez | 1 and 2 |
| VisualScape, Inc. | 17801 NW 137 Avenue Miami, FL | Same | Ivan C. Vila | 2 |

**Vendors Not Prequalified for Pool or Did Not Bid**

The vendors in the below table are not being recommended for prequalification or did not bid. However, the Strategic Procurement Division is providing guidance to the vendors that did not meet the prequalification requirements so they can provide the required information and documentation. Upon submission of the required documents and/or verification of information, the vendor may be added to the pool.

| Vendor | Local Address | Reason for Not Prequalifying or Did Not Bid |
|---|---|---|
| Bannerman Group, Inc. | Yes | Vendor did not submit the required documents to satisfy the prequalification criteria. Upon submission of the required documents, the vendor may be added to the pool. |
| Bannerman Landscaping, Inc. | Yes | Vendor submitted the required documents, however is missing one or more of the following requirements for inclusion in the pool:<br><br>Vendor's references did not respond to the County's request for reference verification. Vendor needs to submit additional references for verification.<br><br>Vendor needs to submit copies of permits as required to satisfy prequalification criteria.<br><br>Vendor needs to complete or update registration to become a County vendor. |
| Daysi Ynigo Landscaping | Yes | |
| Mixd Greens, Inc. | Yes | |
| Superior Landscaping & Lawn Service, Inc. | Yes | |
| Sherlock Tree Company | No | |
| Thomas Maintenance Service, Inc. | Yes | |
| American Safety Utility Corporation | No | No Bid* |

*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement pool reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was updated to include updated license requirements to perform tree services, as well as updated permits required to dispose of debris.

**Applicable Ordinances and Contract Measures**

- The two percent User Access Program provision applies where permitted by the funding source.
- Small Business Enterprise measures will be determined prior to advertising each spot market competition.
- An SBE set-aside applies for sport market competition, where permitted by the funding source under $250,000 two or more firms are only needed but if $251,000 and higher three firms or more are required.
- Local Preference will be applied at the time of spot market competition where permitted by the funding source.
- The Living Wage applies when the estimated spot market value is over $100,000 per year for Groups 2 - 6 as the services to be procured are covered services under the Ordinance where permitted by the funding source.

Jimmy Morales
Chief Operations Officer

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

**PROCUREMENT & WAREHOUSING SERVICES**
www.BrowardSchools.com

**The School Board of Broward County, Florida**

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Adam Cervera, Esq.
Maura McCarthy Bulman
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

September 26, 2025

Dear Prospective Proposers,

**SUBJECT:** **Instructions to Proposers**
**Request for Proposals (RFP): RFP25-164 - Tree Trimming Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the RFP for Tree Trimming Services. Any questions regarding this RFP should be addressed to Mr. Edgar Lugo, in writing via e-mail at edgar.lugo@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)**
SBBC has implemented an Emerging/Small/Veteran/Minority and Women-Owned Business Enterprise (E/S/V/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Emerging/Small/Veteran/Minority and Women-Owned Business Enterprise (E/S/V/M/WBE) in School Board contracts. E/S/V/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal. **For information on E/S/V/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0770 or visit https://www.browardschools.com/edoc**

- **NON-MANDATORY PROPOSER'S CONFERENCE**

A Proposers' Conference will be held on (**SEE SECTION 2.0 – CALENDAR**) **beginning at 9:00 a.m.** Representatives from all interested companies are encouraged to attend. (See Section 3.3)

- **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not organized and does not contain all the information outlined in Section 4.

- **DUE DATE**

Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in **Section 2.0 - Calendar**. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; **late bids will not be accepted**.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 9.0 -** Statement of "No Response" and return it via email to edgar.lugo@browardschools.com. Your response to the Statement of "No Response" is very important to Procurement & Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please email me at the email address stated above.
Edgar Lugo
Manager, Construction Sourcing

# PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes all items and is completed as instructed.

| Item # | Proposal Response Item | Located on RFP Page # | Completed? | Located in Proposal on Page # |
|---|---|---|---|---|
| 1 | Section 1.0 – Required Response Form - **Response Required** | 5 | ☐ | |
| 2 | Section 4.2 – Minimum Eligibility – **Response Required for Section 4.2.1, 4.2.2, 4.2.3, 4.2.4, and 4.2.5** | 11 | ☐ | |
| 3 | Section 4.3 – Proposer's Experience & Qualification/ Scope of Services | 11 | ☐ | |
| 4 | **Attachment A** – SDOP Forms **- Response Required** | 29 | ☐ | |
| 5 | **Attachment B** – Conflict of Interest Form – **Response Required** | 30 | ☐ | |
| 6 | **Attachment C** – Debarment Form – **Response Required** | 31 | ☐ | |
| 7 | **Attachment D –** References – **Response Required** | 33 | ☐ | |
| 8 | **Attachment E** – Cost of Services – **Response Required** | 34 | ☐ | |
| 9 | **Attachment F –** Workers' Compensation Affidavit Form **- Response Required if applicable** | 35 | ☐ | |
| 10 | **Attachment G –** Affidavit/Use of Coercion for Labor and Services – **Response Required** | 36 | ☐ | |
| 11 | **Attachment H** – Drug-Free Workplace Form – **Response Required** | 37 | ☐ | |
| 12 | **Attachment I –** W-9 Form – **Preferred with bid or upon request** | 38 | ☐ | |

# REQUEST FOR PROPOSALS (RFP)

# RFP25-164

# Tree Trimming Services

| | |
|---|---|
| RFP Release Date: | **SEE SECTION 2.0 - CALENDAR** |
| Non-Mandatory Proposer's Conference: | **SEE SECTION 2.0 - CALENDAR**<br>Section 3.3 |
| Written Questions Due: | On or Before 5:00 p.m. ET<br>**SEE SECTION 2.0 - CALENDAR**<br>in Procurement & Warehousing Services Department |
| Proposals Due: * | DUE DATE Proposals are due electronically (e-bidding Through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; **late bids will not be accepted**. |

**SEE SECTION 2.0 - CALENDAR**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**Procurement & Warehousing Services Department**
**7720 W. Oakland Park Boulevard, Suite 323**
**Sunrise, Florida 33351-6704**

**These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

*Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158*

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|---|---|---|
| | The School Board of Broward County, Florida<br>**PROCUREMENT & WAREHOUSING SERVICES**<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351-6704<br>754-321-0505 | **REQUEST FOR PROPOSAL**<br>**(RFP)** |

| | | | |
|---|---|---|---|
| **DUE DATE:** This proposal must be submitted **electronically** via DemandStar on or before 2:00 p.m. Eastern Time (ET):<br>**10/28/2025**<br>and plainly marked with the RFP number and title. Proposal(s) submitted electronically or received after the date and time stated above will not be considered for award. **Faxed, hard copies, and/or emailed bids are not allowed and will not be considered for award**. | **RFP NO.:**<br>**RFP25-164** | **RELEASE DATE:**<br>**9/26/2025** | **PURCHASING AGENT:**<br>Edgar Lugo<br>edgar.lugo@browardschools.com |
| | **RFP TITLE:**<br>**TREE TRIMMING SERVICES** | | |

## SECTION 1.0 – REQUIRED RESPONSE FORM

**MUST BE COMPLETED BY ALL PROPOSERS**

**NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.**

| | |
|---|---|
| Proposer's (Company) Name:<br>SFM Landscape Services, LLC. | **"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below. |
| "Doing Business As" if applicable: | ☐ Check this box if the address is the same as stated on the left. |
| Address:<br>5612 NW 8 Street | Address:<br>7500 NW 74 Avenue |
| City:<br>Margate | City:<br>Medley |
| State: Florida — Zip: 33063 | State: Florida — Zip: 33063 |
| Telephone Number:<br>305.818.2424 x.1117 | **Proposer's Taxpayer Identification Number:** 20-4908849 |
| **Contact Person**:<br>Christian Infante | Contact Telephone Number: 305.818.2424 x. 1117 |
| **Contact Person's E-Mail Address:** cinfante@sfmservices.com | |

**Proposal Certification**

I hereby certify that I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP) and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of the proposal submitted.**

| | |
|---|---|
| **Electronic or Handwritten Signature of Proposer's Authorized Representative** | 10/21/2025<br>Date |
| Christian Infante<br>Name of Proposer's Authorized Representative | Manager/ Owner<br>Title of Proposer's Authorized Representative |

***Please use blue ink for handwritten signatures on original copies.***

THIS FORM MUST HAVE AN ELECTRONIC OR HANDWRITTEN SIGNATURE IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

## SECTION 2.0 – CALENDAR

| | |
|---|---|
| September 26, 2025 | Release of RFP25-164-Tree Trimming Services |
| October 7, 2025 | *Non-Mandatory Proposer's Conference (See Section 3.3)<br>**IN PERSON**<br>Procurement & Warehousing Services Department.<br>The conference will be at:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704<br>Virtual Proposer's Conference is also available at:<br>**VIRTUAL MEETING**<br>**Join the meeting now**<br>Meeting ID: 215 688 679 801 5<br>Passcode: 2fv9sN2b<br><br>Or call in (audio only) +1-754-216-1864<br>Phone Conference ID: 483 250 265# |
| October 14, 2025 | Written questions due on or before 5:00 p.m. ET<br>in Procurement & Warehousing Services Department |
| October 28, 2025 | * Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals Received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted.<br>NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via DemandStar<br>Proposal Opening will be at:<br>7720 West Oakland Park Blvd., Suite 323<br>Sunrise, Florida 33352-6704 |
| November 6, 2025 | *Evaluation Committee reviews proposals, negotiates and makes recommendations for awards. Meeting to be held at:<br>**IN PERSON**<br>Procurement & Warehousing Services Department<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351-6704 at 9:00 a.m. ET<br>Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed-door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes. |
| November 7, 2025 | Posting of Recommendation 3:00 PM on DemandStar |

* *These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

**Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

# SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

3.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "District") desires to receive proposals from qualified proposers for Tree Trimming Services. . Prices quoted shall include onsite service to various schools, departments and centers at the direction of the Physical Plant Operations (PPO) Custodial/Grounds Department, 3897 NW 10 Avenue, Fort Lauderdale, FL 33309, unless otherwise indicated. This RFP contains three (3) separate zones which will be evaluated and awarded independently: Zone 1 through Zone 3. To be considered for the award proposers shall provide costs on every item in each zone they are submitting proposals for. SBBC may need to order an individual item within a group. Failure to state the individual cost for any item within a zone shall result in the disqualification of the zone. In the event that any item in the zone does not meet the specifications, the entire zone shall be disqualified and not be considered for further evaluation. See Attached listings of locations in each zone (Attachments L). Bidders can choose to bid on one or multiple zones dependent upon their ability to adequately service the number of zones bids.

SBBC reserves the right to increase the pool of awarded vendors, through the release of an additional solicitation, to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract, or at any time, or for an emergency release, if deemed necessary by SBBC. The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional Proposers will be approved and added to the pool of currently awarded vendors. Regardless of the year a Proposer is added to the pool of awarded vendors in relation to this RFP, all awards will be terminated at the end of the contracted services.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Emerging, Small, ,Veteran, Minority and Women Business Enterprises (E/S/V/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of E/S/V/M/WBEs participating in any award of this Proposal. To be considered for the greatest amount of evaluation points for E/S/V/M/WBE participation, the Proposer must provide significant information on the specific certified E/S/V/M/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each E/S/V/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified E/S/V/M/WBEs, refer to **Attachment A.**

3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Edgar Lugo Procurement & Warehousing Services via e-mail to edgar.lugo@browardschools.com. Any questions requiring a response that amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET** of the date listed in Section 2.0 – Calendar. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 **NON-MANDATORY PROPOSERS' CONFERENCE:** A Proposers' Conference will be held on the date and time listed in Section 2.0 – Calendar. Representatives from all interested companies are encouraged to attend. The proposer's conference is also available through MS Teams. Virtual Conference information is listed in Section 2.0 – Calendar.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.3 - Questions and Interpretations. Any information given by any party at the

## SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding E/S/V/M/WBE participation.

3.4 **Contract Term:** The purpose of this RFP is to establish an initial three (3) years contract commencing upon approval by the Board. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide the original contract term. As stated herein, the term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the School Board has acted upon the recommendation.

When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions, and 180 calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new Agreement award under protest can be approved by SBBC.

3.5 **Price Adjustments: Prices offered shall remain firm through the first three (3) years of the contract.** A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing 30 days before the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction..

3.5.1 The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:

a. The volatility is due to causes wholly beyond the vendor's control and
b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
c. The effect on pricing or availability of supply is substantial and
d. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

3.6 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0 - Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. The proposals submitted electronically, e-bidding through DemandStar should include the documents requested. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

3.7 **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals that meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1,**

**Liability, is NOT subject to negotiation, and any proposal that fails to accept these conditions will be rejected as "non-responsive**."

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Categories:

a.) Experience and Qualifications and Category;
b.) Scope of Services. Category;
c.) Cost of services will be determined by mathematical calculation by the Procurement & Warehousing Services Department and Category;
d.) SDOP Participation will be evaluated and scored by the SBBC's EDOC staff.
e.) Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for the award.

**The number of firms to be recommended is solely at the discretion of the Evaluation Committee**.

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# SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. **All proposals must be submitted electronically via DemandStar.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP Calendar (Section 2).

Please note that proposals must be submitted to and received by SBBC on the date and at the time indicated in **Section 2. Proposal response submission to the Procurement and Warehousing Services Department via DemandStar on or before the stated time and date will be solely and strictly the Proposer's responsibility. SBBC will not in any way be responsible for delays in the Proposer's submission of their proposal.**

Proposals must bear the electronic or handwritten signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by SBBC as constituting an offer by the Proposer to perform the required services at the stated prices.

## 4.1 Response format

To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.

4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the people who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4.1.4 **Required Response Form:** (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted, and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Other Names:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.6 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title: Christian Infante, Manager/ Owner

Mailing Address: 7500 NW 74 Avenue Medley, FL 33166

Email and Phone: cinfante@sfmservices.com | 305.525.9442

With a Copy To:

Name/Title: Keith Harned, GM - Landscape Division

Mailing Address: 7500 NW 74 Avenue Medley, FL 33166

Email and Phone: kharned@sfmservices.com | 786.256.0987

## SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2 **Minimum Eligibility Requirements:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, the Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of the proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

4.2.1 Proposers must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? [X] Yes [ ] No **Do not check both boxes. Failure to agree to the requirements of Section 7.1 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 of this contract? [X] Yes [ ] No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.3 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

4.2.4 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

4.2.5 Complete and return, with your proposal, **Attachment G** - Affidavit **Use of Coercion for Labor and Services** of the RFP. This is a required document.

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

4.3.1 **Proposer's Experience & Qualifications – (Maximum 20 allowable points):**

4.3.1.1 **Executive Summary (Maximum 7 allowable points):** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP. Please refer to Section 9 – Bid Specifications.

## SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3.1.2 **Company Profile (Maximum 7 allowable points)::**

A. Size of the organization. Show the personnel structure (flow chart) of your organization.
B. The number of years in business.
C. The number of years of experience providing tree trimming services.

4.4.1.3 **References (Maximum 3 allowable points)**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided Tree Trimming Services. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment D** to be provided with the proposal)

4.3.1.4 **Litigation (Maximum 3 allowable points):** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.3.2 **Scope of Services & Performance Specifications – (Maximum 40 allowable points):** Clearly describe how the Proposer can accomplish each of the Scope of Services described Section 9 – Bid Specifications.

4.3.2.1 Executive Summary (Maximum 20 allowable points): Clearly describe how the Proposer can accomplish each of the Scope of Services. Please refer to Section 9 – Bid Specifications.

4.3.2.2 Company Equipment (Maximum 10 allowable points): Please attach a current company inventory.

4.3.2.3 STAFF (Maximum 10 allowable points): To adequately perform the services of this bid, the vendor must have staff necessary to service the district. Each bidder must include a summary of staff / responsibilities at the time of their bid. Company equipment inventory will be included in the bid evaluation.

4.3.3 **Cost of Services – (Maximum 25 allowable points):**

4.3.3.1 - Proposer must state firm pricing as indicated in the included Excel Bid Summary Sheet. The Excel format listed must be followed.

**Evaluation of Points**

Every other response will be given points proportionally in relation to the lowest total cost received. This point total will be calculated by dividing the lowest total cost by the next response received multiplied by the maximum points allotted for the Cost of Services as provided above.

| | | | | | | |
|---|---|---|---|---|---|---|
| Example: | Lowest Price Proposed | | | Maximum Allotted | | Assigned |
| | Next Proposer's Price | | X | Points | = | Score |
| Example: | $1,650.00 | | | | | |
| | $2,000.00 | (.825) | X | 25 | = | 20.6 points |

# SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

### 4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15 allowable points):

**ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE (EDOC) DEPARTMENT:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The EDOC Department at 754-321-0770 or visit www.browardschools.com/edoc.

**Nondiscrimination:** Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses to this Bid, it is understood and agreed that if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

**Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:**

In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established an Evaluation Preference For Prime Bidders API. This API is applied, whereas low price is not the only factor considered in contract award, the GSC may reserve from fifteen up to a maximum of twenty (15-20) points of the total available evaluation points for award to a respondent that is a certified E/S/V/M/WBE firm.

The Evaluation Preference for Prime Bidders: The SBBC shall award a maximum of Fifteen (15) points to Prime Bidder/Proposer(s) for E/S/V/M/WBE participation:

To receive Preference Points, bidders/proposers must complete and submit Document 00471 – Bidder/Proposer Assurance Statement with their proposal (see Attachment A)

*In addition,* all prime bidders/proposers committing to utilizing EDOC-certified subcontractors/subconsultants must also submit the following documents with their proposal :

- Document 00475
- Document 00470
- A copy of each subcontractor/subconsultant's EDOC Certificate.

**Accessing Certified Supplier List and Certification Registration**

The current list of certified E/S/V/M/WBE firms, along with information on how to apply for the district's small business certification program, is available at: www.browardschools.com/edoc.

**Reporting Requirements – Mandatory Post-Award Monthly Compliance Reporting :**

Awarded contracts are subject to mandatory monthly reporting requirements in the SDOP Management System (SMS). Reports are required regardless of the level of E/S/V/M/WBE subcontractor participation. *Reporting must include:*

- All payments received from the District or under the awarded contract (e.g., District payments, premium fees, grant funds, or parent fees).
- All payments made to certified E/S/V/M/WBE subcontractors identified in the proposal, as applicable.

NOTE: Any modification made to the subcontracting plan, including the replacement, removal, or termination of an E/S/V/M/WBE subcontractor, must be submitted through the SDOP Management System (SMS) and approved by the EDOC Department prior to implementation.

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# SECTION 5.0 – EVALUATION OF PROPOSALS

5.1 **Evaluation Committee:** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate and score all proposals received that meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria and Section 5.3, the Evaluation Process:

| CATEGORY | MAXIMUM POINTS |
|---|---|
| A. Proposer's Experience & Qualifications (Section 4.3.1) | 20 |
| B. Scope of Work (Section 4.3.2) | 40 |
| C. Cost of Services (Section 4.3.3) | 25 |
| D. Supplier Diversity Outreach Program Participation (Section 4.3.4) | 15 |
| **TOTAL** | **100** |

***Note: Evaluation points for "Category D" shall be provided by the EDOC Department.***
***The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation:***

***Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed with scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."***

5.2 **Technicalities:** Failure to respond, provide detailed information, or provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

5.3 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Committee Member's points (only for sections evaluated (scored) by the Committee).

**Step 1: Minimum Eligibility:** Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

**Step 2: RFP Evaluation Committee:** This step evaluates the qualification, experience, and scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of (**Category A**) Proposer's Experience & Qualifications in accordance with Section 4.3.1 and (**Category B**) Scope of Work. In accordance with section 4.3.2. All scores for steps 2, 3, and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers. This RFP will be awarded by zone, therefore each zone will be evaluated and awarded independently. However, since the scope of work is the same for all zones, the score in Step 2 will be the same for all zones. Refer to Attachment L for Zones locations.

## SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

**Step 3: Cost Evaluation (Category C):** SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee. Each zone will be evaluated/score independently. Refer to Attachment L for Zones locations.

**Step 4: SDOP Evaluation (Category D):** Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the E/S/V/M/WBE information supplied in accordance with section 4.3.4 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee. This RFP will be awarded by zone, therefore each zone will be evaluated and awarded independently. However, since the scope of work is the same for all zones, the score in Step 4 will be the same for all zones. Refer to Attachment L for Zones locations.

**Step 5: Score Computation:** All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value, then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second-highest-ranked Proposer, and so on until finished, or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an **authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer**. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes. After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further

## SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are not successful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest of SBBC and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award. The Committee determines the recommendation for the award of the RFP.

5.7 **Award**: The Evaluation Committee will recommend to award to multiple proposers by Zone. Please refer to Attachment L for Zones. Proposer must have an evaluation score of **65 points** or higher in order to be recommended for award. Distribution of work will be based on the highest score from the RFP evaluation. The District is limiting proposers to only one Zone. If a proposer has the highest score in more than 1 Zone, the proposer will have the choice to select which Zone they prefer to service. After the highest ranked proposer makes their selection of the Zone they choose to service, they are no longer eligible for additional Zones. The next highest ranked proposer would be considered for remaining Zones. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of the negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J** shall be prepared for execution by the Awardee and SBBC and shall be governed by the laws of the State of Florida and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.**

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# SECTION 6.0 – SPECIAL CONDITIONS

6.1 The complete proposal properly completed and signed must be electronically submitted and received by SBBC **on or before 2:00 p.m. ET, SEE SECTION 2.0 – CALENDAR.**

The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP) which must be fully executed and submitted on or before **2:00 p.m. ET** on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. The proposal must contain all information required to be included in the proposal as described herein. All submitted proposals must include ALL documents requested and be submitted and received by SBBC on or before 2:00 p.m. ET, SEE SECTION 2.0 - CALENDAR.

6.2 **Joint Ventures:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, the Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers participating or presenting at SBBC meetings, overseeing the preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice for services performed to the Prime Proposer. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

6.3 **Minimum Insurance Requirements:**
The Minimum Insurance Requirements of this RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions in this entirety will be reject as "non-responsive".

6.3.1 **General Liability:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **Workers' Compensation:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit)**.**
**Complete the Workers' Compensation Affidavit (Attachment G) and submit it with the proposal, if applicable.**

6.3.3 **Auto Liability:** Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3.4 **Acceptability of Insurance Carriers:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6.3.5 **Verification of Coverage:** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with

## SECTION 6.0 – SPECIAL CONDITIONS (continued)

insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of their current status.

6.3.6 **Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

c. **Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.**

6.3.7 **Cancellation of Insurance:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement.

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions:**

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files, and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations, and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give the audited firm reasonable advance notice of intended audits.

## SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee(s) will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination, in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee(s) as well as the overpayments by SBBC.

6.5 **W-9 Form:** All Proposers are requested to complete their W-9, (see **Attachment I)**, and submit with their proposal.

6.6 **Florida Bidder's Preference:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

6.7 **Acceptance and Rejection of Proposals:**

6.7.1 **Acceptance:** All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.7.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples of rejection include, but are not limited to, the following:

6.7.3.1 The proposal was submitted electronically through DemandStar after the deadline specified in the RFP.

6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).

6.7.3.3 Failure to respond to all subsections within the RFP.

6.7.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.7.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind that make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there are sound documented business reasons that serve the best interest of SBBC.

## SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.8 **Vendor Registration:** To become a registered vendor for SBBC, vendors must access, complete, and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at https://www.browardschools.com/supplierselfregistration . Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

6.9 **ACH Payments:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with RFP requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to Purchasinghelpdesk@browardschools.com. New vendors can do this as part of the vendor registration process described above. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

6.10 **Policy 4001.1 Nondiscrimination Statement:** SBBC prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex, or sexual orientation. SBBC also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

6.11 **Clarification of Sections 7.1 and 4.2.1 of the RFP:** **General Condition 7.1 – Liability (Indemnification).** This statement is to provide clarification regarding this section of the RFP and the sample agreement. **It is to be understood by all Proposers that this section is NOT subject to negotiation, modification or exceptions, and any proposal that fails to unconditionally accept these conditions shall be rejected, and their proposal will be considered "non-responsive."**

If a Proposer check-marks or indicates in Section 4.2.1 (Minimum Eligibility Requirements) that they agree with this Liability/Indemnification and then provides an exception(s) to this condition within their proposal, this is considered a "conflict" and shall render the proposal as "non-responsive" and the proposal rejected.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# SECTION 7.0 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation or exemptions and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive". (See Special Condition 6.11)**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

7.1.2 By AWARDEE: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on the date due** for proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the RFP or Addendum. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual or digital signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and proposal rejected. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected**. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Special Condition 3.2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

*An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida 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.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**

7.24 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of thirty (30) days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms, and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and 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.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. E/S/V/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. **For information on** E/S/V/M/WBE **Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0770 or http://www.browardschools.com/edoc**.

7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:

**https://www.browardschools.com/Page/35284**
Click on link for Fieldprint Codes and Pricing

Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)….

**These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

**Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday or Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3800, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted on DemandStar on **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in at DemandStar (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3800, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.**

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (Section 7.0))

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The School Board of Broward County, Florida, E/S/V/M/WBE certified vendor.
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

7.56 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

*Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*

7.57 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.58 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.59 **PREPARATION AND COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer

7.60 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

## CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH, the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.61 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee(s) shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken

## END OF THIS SECTION

# SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

## ATTACHMENT A – ECONOMIC DEVELOPMENT & OPPORTUNITIES COMPLIANCE (EDOC) FORMS

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**ECONOMIC DEVELOPMENT & OPPORTUNITIES COMPLIANCE (EDOC) DEPARTMENT**

**This form is Mandatory and *must* be completed and submitted with bid proposal.**

**Document Number 00471**
**Bidder/Proposer Assurance Statement**

**SOLICITATION #:** RFP 25-164

**SOLICITATION TITLE:** Tree Trimming Services

**NOTE TO BIDDERS:**
**All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)**

**INSTRUCTIONS**: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDOC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER SFM Landscape Services, LLC.

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes [X] No [ ]
2. **Is** the Bidder/Proposer a EDOC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes [ ] No [X]
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes [ ] No [X]

**If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDOC Forms:***

**Link to download Forms:**

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/fs/resource-manager/view/d4cccf8b-cf7b-49e3-b6a8-aa92b9f821f8

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/fs/resource-manager/view/7d7ed411-aa3c-44f0-b650-d1d4aa6b7e33

**Post – Award Monthly Compliance Monitoring/Reporting Requirements.**
***Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.***
**Document Link: https://browardschools.smwbe.com**

I attest that I have read, understood, and will comply with the EDOC Requirements.

Name/Title: Christian Infante, Manager/ Owner

Signature: _____ Date: 10/21/2025

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

# STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

| | |
|---|---|
| **SOLICITATION #:** | RFP 25-164 |
| **PROJECT #:** | |

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

## STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☐ No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☐ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

## DESCRIPTION OF WORK & VALUE

**Please provide the details and value of the work to be performed:**

| Item No. | Type of Work | Amount Agreed Upon Price | % of Work (Amount Agreed Upon Price divided by Bid Total Value) |
|---|---|---|---|
| 1 | | $ | % |
| 2 | | $ | % |
| 3 | | $ | % |
| | **TOTAL SUBCONTRACTOR PRICE** | **$** | **%** |

## S/M/WBE SUBCONTRACTOR SIGNATURE

| | |
|---|---|
| **(Signature) S/M/WBE Subcontractor** | **Title** |
| **(Print) Name of S/M/WBE Subcontractor** | **Date** |

Established 1915 BROWARD County Public Schools
**Economic Development & Diversity Compliance**
**Supplier Diversity Outreach Program**

# SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

**DATE** 10/21/2025

## SOLICITATION INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| **Solicitation #:** | RFP 25-164 | **Project Number:** | | | |
| **Project Name:** | Tree Trimming Services | | | | |
| **Project Location:** | Broward Schools - Systemwide | | | | |
| **Bidder/Proposer:** | SFM Landscape Services, LLC. | | | | |
| **Address:** | 5612 NW 8 Street Margate, FL 33063 | | | | |
| **Contact Person:** | Christian Infante | **Email Address:** | cinfante@sfmservices.com | **Phone #:** | 305.818.2424 |

## ORGANIZATION STATUS

| Business Association | Business Name | Business Address | Business Phone # | Type of Work to be Performed | *Percentage of Work | Amount Agreed Upon Price |
|---|---|---|---|---|---|---|
| Prime Bidder/ Proposer | | | | | % | $ |
| Non S/M/WBE Subcontractors | | | | | % | $ |
| S/M/WBE Subcontractor | | | | | % | $ |
| S/M/WBE Subcontractor | | | | | % | $ |
| S/M/WBE Subcontractor | | | | | % | $ |
| S/M/WBE Subcontractor | | | | | % | $ |

***Percentage of Work=** Amount Agreed Upon Price **divided by** Bid Total Value

**TOTAL PARTICIPATION % & DOLLAR AMOUNT:** 100% $

**BID TOTAL VALUE:** $

## BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

| Bidder/Proposer Signature | Name & Title (Print) | Date |
|---|---|---|
| | Christian Infante, Manager/ Owner | 10/21/2025 |

## ATTACHMENT B – CONFLICT OF INTEREST

**MUST BE COMPLETED BY ALL PROPOSERS**
**(See General Condition 7.15 and Section 4.2)**

## DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by the Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Proposer's Employee | SBBC Title or Position of Proposer's Employee | SBBC Department/ School of Proposer's Employee |
|---|---|---|
| N/A | N/A | N/A |
| | | |
| | | |
| | | |
| | | |

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by the Proposer who are also employees of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer and who are also employees of SBBC have been identified above.

| Signature | Christian Infante<br>Printed Name of Official |
|---|---|

SFM Landscape Services, LLC.
Company Name

5612 NW 8 Street
Business Address

Medley, FL 33166
City, State, Zip Code

## ATTACHMENT C – DEBARMENT

**MUST BE COMPLETED BY ALL PROPOSERS**
**(See General Condition 7.60 and Section 4.2)**

## CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35.**

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SFM Landscape Services, LLC.
Organization Name

Christian Infante, Manager/ Owner
Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

10/21/2025
Date

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

## INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

## ATTACHMENT D – REFERENCES

**MUST BE COMPLETED BY ALL PROPOSERS**

**Company Name:** SFM Landscape Services, LLC.

List the minimum number of required references as stated in the Special Conditions, which show experience in similar work, including nature and scope of work, which demonstrates expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

| REFERENCE 1 | | | |
|---|---|---|---|
| Name of Firm: | City of Coral Gables | | |
| Contact Person: | Deena Bell-Llewellyn, Assistant Director of Public Works / Greenspace Management Division | | |
| Contact's Email: | dbell@coralgables.com | | |
| Contact's Phone: | 305.460.5165 | Date(s) of Service: | 2002 to present |
| Scope of Work: | SFM provides comprehensive landscape and tree trimming services throughout the City of Coral Gables | | |

| REFERENCE 2 | | | |
|---|---|---|---|
| Name of Firm: | City of Miami Beach | | |
| Contact Person: | P. Rodney Knowles, Assistant Public Works Director | | |
| Contact's Email: | rodneyknowles@miamibeachfl.gov | | |
| Contact's Phone: | 305.673.7088 | Date(s) of Service: | 2020 to present; 2011 to 2020 |
| Scope of Work: | SFM provides comprehensive landscape and tree trimming services throughout the City of Miami Beach | | |

| REFERENCE 3 | | | |
|---|---|---|---|
| Name of Firm: | City of Doral | | |
| Contact Person: | Henry Martinez, Superintendent of Streets | | |
| Contact's Email: | Henry.Martinez@cityofdoral.com | | |
| Contact's Phone: | 305.593.6740 Ext. 6003/6025 | Date(s) of Service: | 2020 to present; 2012 to 2020 |
| Scope of Work: | SFM provides comprehensive landscape and tree trimming services throughout the City of Doral | | |

## ATTACHMENT E – COST OF SERVICES

## THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM DEMANDSTAR

**SPREADSHEET:** Vendor **must** fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response in DemandStar.

**NOTE:** Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

**SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:**

1) Company Representative – Must be completed by Proposer
2) Tab Pricing Zone 1 – Must be completed by Proposer
3) Tab Pricing Zone 2 – Must be completed by Proposer
4) Tab Pricing Zone 3 - Must be completed by Proposer
5) Additional information - Must be completed by Proposer

## ATTACHMENT F – WORKERS' COMPENSATION AFFIDAVIT

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### WORKERS' COMPENSATION AFFIDAVIT

---

### CERTIFICATION OF NUMBER OF EMPLOYEES

(Complete only if your firm has less than four (4) employees)

SFM Landscape Services, LLC. (Company Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers' Compensation coverage.

**Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.**

.

Electronic or handwritten signature:_____

Print/Type Name: Christian Infante

Title: Manager/ Owner

## ATTACHMENT G - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

**MUST BE COMPLETED BY ALL PROPOSERS**

Respondent Vendor Name: SFM Landscape Services, LLC.

Vendor FEIN:: 20-4908849

Vendor's Authorized Representative Name and Title: Christian Infante

Vendor Address: 5612 NW 8 Street

City: Margate State: FL ZIP Code: 33063

Phone Number: 305.818.2424

Email Address: 305.818.3510

**Section 787.06 Florida Statutes** requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine or threaten to restrain, isolate or confine any person without lawful authority and against her or his will,
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, or any other actual or purported government identification document, of any person.
- Cause or threaten to cause financial harm to any person,
- Entice or lure any person by fraud or deceit, or
- Provide a controlled substance as outlined in Schedule 1 or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

**Under penalties of perjury, I declare that I have read the foregoing affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.**

Electronic or Handwritten Signature: _____

Print/Type Name: Christian Infante

Title: Manager/ Owner

## ATTACHMENT H – DRUG FREE WORKPLACE

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

**THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING**.

This sworn statement is submitted to The School Board of Broward County, Florida,

By Christian Infante, Manager/ Owner
(Print individual's name and title)

for SFM Landscape Services, LLC.
(Print name of entity submitting sworn statement)

whose business address is
5612 NW 8 Street Margate, FL 33063

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4908849
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. Under penalties of perjury, I declare that I have read the foregoing Drug Free Work place and that the facts stated in it are true.

_____
(Vendor Electronic Or Handwritten Signature)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SFM LANDSCAPE SERVICES, LLC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7500 NW 74 AVENUE

6 City, state, and ZIP code

MEDLEY, FL 33166

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

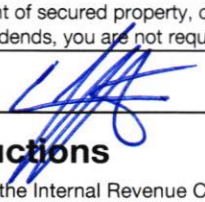
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 0 | – | 4 | 9 | 0 | 8 | 8 | 4 | 9 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person**  **Date** 01.09.2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## ATTACHMENT I – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

**ATTACHMENT J – SBBC SAMPLE AGREEMENT**
**FOR VIEWING PURPOSES ONLY**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

***INSERT EXACT LEGAL NAME OF OTHER PARTY***
(hereinafter referred to as "VENDOR"),
whose principal place of business is
[*insert address here*]

***[These "recitals" or "WHEREAS clauses" are where the Agreement briefly explains the objectives to be accomplished. As applicable, include language outlining the method of procurement e.g. Request For Proposal or exemptions pursuant to Rule 6A-1.012, Florida Administrative Code, as determined by the Procurement and Warehousing Services Department.]:***

**RECITALS**

A. **WHEREAS**, [*fill in brief description of the VENDOR, what it offers, specifically as it relates to this Agreement*].

B. **WHEREAS**, [*fill in information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement*].

C. **WHEREAS**, [*you may use as many of these recitals or "WHEREAS clauses" as necessary to express the parties' purposes and objectives*].

D. **WHEREAS**, [*fill in the appropriate procurement exemption, pursuant to Rule 6A-1.012, Florida Administrative Code, as determined by the Procurement and Warehousing Services Department*].

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

***[If this Agreement does not arise from a Request for Proposal and must have a date certain commencement, use this clause.]:***

2.1 **Term of Agreement**. The term of this Agreement commences on _____, 202__ ("Effective Date") and concludes on _____, 202_, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for [*Insert the term extension time period, e.g. two (2) additional one (1) year periods*].

***[If this Agreement does not arise from a Request for Proposal and does not require a date certain commencement, use this clause.]:***

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on _____, 202_, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for [*Insert the term extension time period e.g. two (2) additional one (1) year periods*].

***[If this Agreement arises from a Request for Proposal, use these clauses.]:***

2.1 **Term of Agreement**.

2.1.1 The term of this Agreement commences on _____, 202_ ("Effective Date") and concludes on _____, 202_, unless terminated earlier pursuant to the Termination of this Agreement. Upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, this Agreement may be extended for [*Insert the term extension time period referenced in the Request for Proposal e.g. two (2) additional one (1) year periods*]. If needed and upon written agreement between both parties, the term of this Agreement may, be extended for one hundred eighty (180) calendar days beyond the expiration date of the term. If considering renewal or extension of the term, SBBC's Procurement & Warehousing Services Department will request a letter consenting to extension from the other party, prior to the end of the current term. Any extension period shall be approved by a written Amendment to this Agreement executed by both parties.

2.1.2 In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the commencement and conclusion dates of this Agreement to provide the original Agreement term as stated in the RFP. When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions and one hundred and eighty (180) calendar-day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

***[If this Agreement arises from a Request for Proposal, use this clause.]:***

2.2 **Order of Precedence among Agreement Documents**. In the event of conflict between the Agreement documents, the following priority of shall govern:

First: This Agreement; then [all addenda should be listed below in descending order i.e. Addendum No. 2; then Addendum No. 1 etc.]
Second Addendum No. 2; then
Third: Addendum No. 1; then
Fourth: RFP [*insert RFP number and title*]
Fifth: Proposal submitted in response to the RFP by VENDOR [*If applicable, ensure that you exclude portions of the VENDOR's Proposal that will not be a part of this Agreement, by specifying which portions or provisions you are excluding e.g. with the exception of and excluding …*]

***[Article 2 should include sections detailing the duties and obligations of each party and should include a description of the goods or services to be provided, costs, payments to be made, invoicing procedures, etc.]:***

**[*Use sections starting with section 2.3 to specify the respective duties, responsibilities, and obligations each party will have under the Agreement.*
*Include cost and specific payment information.*
*You may use as many of these sections as are necessary.*]*:***

2.3 **VENDOR Responsibilities**. [*fill in all details regarding the commodity or service that will be procured – the scope of work. Be specific as to, for example, list of commodities that the VENDOR shall provide to SBBC, list of services that the VENDOR shall provide to SBBC the deadline dates that VENDOR shall provide the commodities or services are required by SBBC, specific instructions if approval from certain District employee is required, etc.*].

2.3.1 [*fill in additional details regarding the commodity or service that will be procured – the scope of work.*]

2.3.2 [*fill in additional details regarding the commodity or service that will be procured – the scope of work.*]

2.4 **VENDOR and SBBC Responsibilities**. [*If applicable, describe in detail all of the VENDOR's and SBBC's joint responsibilities*].

2.4.1 [*describe additional details*]

2.4.2 [*describe additional details*]

2.5 **SBBC's Responsibilities**. [*If applicable, describe in detail all of SBBC's responsibilities under this Agreement*].

2.5.1 [*describe additional details*]

2.5.2 [*describe additional details*]

2.6 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is [*fill in the amount in words and numbers; e.g. Fourteen Thousand, Seven Hundred Sixty-Two Dollars and 58/100 Cents ($14,762.58*)] as outlined below.

2.6.1 [*Two Thousand, Seven Hundred Sixty-Two Dollars and 58/100 Cents ($2,762.58)* for *Acme Software subscription services from November 1, 2033 through October 31, 2034*].

2.6.2 [*Seven Thousand Dollars and 00/100 Cents ($7,000.00)* for *seven hundred (700) widgets*].

2.6.3 [*Five Thousand Dollars and 00/100 Cents ($5,000.00)* for *nine hundred (900) gizmos*].

2.7 **Payment**.

2.7.1 Subsequent to the Effective Date of this Agreement SBBC will issue an appropriate purchase order to VENDOR. [*If this does not apply, replace with language that is accurate to unique circumstances of this Agreement e.g. SBBC will issue an appropriate purchase order to VENDOR subsequent to the Effective Date of this Agreement, and every July 1st thereafter during the term of this Agreement, etc.*]

2.7.2 VENDOR shall submit proper and appropriate invoices to the following address:

[*Insert Name of District Department*]
[*Insert Name/Title of District employee to whom it should be directed*]
[*Insert Department Address*]

2.7.3 VENDOR shall issue proper and appropriate invoices that contain reference to the [*appropriately fill in: goods; services; goods and services*] provided to SBBC under this Agreement, the respective cost, and respective date range, [*Insert any and all information the VENDOR must include within each invoice*] as specifically stated as follows:

2.7.3.1 [*fill in specifics of invoices; e.g. On or after November 1, 2033, VENDOR shall submit an invoice to SBBC in the amount of Two Thousand, Seven Hundred and Sixty-Two Dollars and 58/100 Cents ($2,762.58) for Acme Software subscription services from November 1, 2033 through October 31, 2034.]*.

2.7.3.2 [Subsequent to satisfactory delivery of the *seven hundred (700) widgets*, *VENDOR* shall submit to SBBC an invoice in the amount of *Seven Thousand Dollars and 00/100 Cents ($7,000.00) for the seven hundred (700) widgets*].

2.7.3.3 [Subsequent to satisfactory delivery of the *seven hundred (700) gizmos*, *VENDOR* shall submit to SBBC an invoice in the amount of *Seven Thousand Dollars and 00/100 Cents ($7,000.00) for the seven hundred (700) gizmos*].

2.7.3.4 [*Insert as many sub-clauses as necessary to describe the details of VENDOR's scope of work*].

2.7.4 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

***[If this Agreement involves SBBC providing education records to the VENDOR, then utilize the clause below. Also, consult with SBBC Privacy Officer for clauses required for unique circumstances. (e.g. administration of surveys, electronic auditing for databases, meal plan eligibility, etc.) If this Agreement does <u>not</u> involve education records, consult with SBBC Privacy Officer to determine whether a NO DISCLOSURE clause and abbreviated Safeguarding clause must be included]:***

2.8 **<u>SBBC Disclosure of Education Records</u>**.

2.8.1 SBBC employees will provide VENDOR with the education records listed in this section for the following purposes:

2.8.1.1 [**THIS IS REQUIRED.** *Provide an overall description of program or service in user-friendly terms.*]

2.8.1.2 [*Insert purpose here.*]

2.8.1.3 [*Insert purpose here.*]

2.8.2 SBBC employees will provide VENDOR with the following education records, via [*fill in method of delivery*]:

2.8.2.1 [*Insert as many types of education records as needed. e.g. Student first and last name.*]

2.8.2.2 [*Insert type of education record here.*]

2.8.2.3 [*Insert type of education record here.*]

***[If students will input any information into VENDOR's platform then use 2.8.3, below; if not, then do <u>not</u> use 2.8.3]:***

2.8.3 In addition to the education records being provided by SBBC employees, in this section, students will input the following information into VENDOR's online platform: [*Information varies based upon the underlying facts of this Agreement*]. VENDOR shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into VENDOR's online platform, or when VENDOR engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

***[If there is no exception to consent then use 2.8.4, below; otherwise, use 2.8.5, if applicable, or consult with SBBC Privacy Officer for appropriate exception clause]:***

2.8.4 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

2.8.5 <u>FERPA Exception to Consent</u>. VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records

may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

2.8.6 The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in VENDOR's privacy policies, if any.

***[If this Agreement involves SBBC providing education records to the VENDOR, then utilize the clause below. If this Agreement involves other confidential records, such as employee records or security records, then contact the SBBC Privacy Officer for guidance on adding additional Agreement clauses Note: This Safeguarding section regarding education records contains provisions that the Risk Management department (liability), the SBBC Privacy Officer, and the IT Security department must review and approve.]:***

2.9 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.9.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.9.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.9.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.9.2.2 Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.9.2.3 Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.4 Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

2.9.2.5 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.9.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

2.9.2.7 Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

2.9.2.8 Purge education records from any media once the media is no longer in use or is to be disposed; and

2.9.2.9 Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.9.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.9.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

***[If the VENDOR will re-disclose the SBBC education records to one or more third-parties, then utilize the clause below and fill in the name of the third-party VENDOR(S) and Purposes.]:***

2.10 **VENDOR Re-Disclosure of SBBC Education Records**. VENDOR will re-disclose the education records listed in this Agreement to [*Insert Name of third-party recipient*] for the purposes of [*fill in purposes*].

***[If you utilized 2.10 in this Agreement, then you must utilize 2.11 below.]:***

2.11 **Third-Party Safeguarding the Confidentiality of Education Records**. For any and all education records that VENDOR rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

***[If this Agreement involves SBBC providing certain protected health information("PHI") to the VENDOR, then utilize the clause below and contact the SBBC's Privacy Officer for a copy of the HIPAA Business Associate Agreement ("BAA") to be attached to this Agreement.]:***

2.12 **HIPAA Compliance**. VENDOR acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment** [*Insert appropriate Attachment letter or number*]. PHI may be used and disclosed only in compliance with HIPAA.

***[2.13 contains provisions that the IT Security department must review and approve]:***

2.13 **Assessment of Data Protection Controls**.

2.13.1 VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or any of VENDOR's subcontractors with access to SBBC data under this Agreement.

2.13.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.13.1.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.13.1.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.13.1.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.13.1.4 Monitoring compliance with established security controls.

2.13.3 VENDOR and/or VENDOR's subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

***[The following clause should be included in Article 2 <u>ONLY IF</u> the Agreement involves conducting studies, surveys, and/or assessments on behalf of The School Board. Administrators must make certain that no student information is shared with the other party in violation of FERPA. The Educational Assessment, Analysis, and Research department must review and approve this clause]:***

2.14 **<u>Studies Conducted for SBBC</u>**.

2.14.1 Primary Investigators of program evaluation studies conducted by VENDOR that impact the daily activities of students, parents, or employees, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and District operations to ensure the following:

2.14.1.1 The purpose, scope, limitations, and duration of the study is clearly outlined; and

2.14.1.2 The protection of human subjects in the research process; and

2.14.1.3 Personally identifiable information ("PII") is only used for purposes of the identified study; and

2.14.1.4 PII is only used by representatives of the organization identified in this Agreement; and

2.14.1.5 The safe and confidential storage and transmittal of education records.

2.14.2 The purposes and scope of the study or program evaluation to be conducted by VENDOR are as follows:

2.14.2.1 [*fill in with purposes and scope of study or program*];

2.14.2.2 [*fill in with purposes and scope of study or program*];

2.14.3 SBBC may disclose PII from an education record of a student and an employee to VENDOR in order for it to conduct said study. The type of student PII to be disclosed by SBBC to VENDOR is described as follows:

2.14.3.1 [*fill in with data obtained by students*];

2.14.3.2 [*fill in with data obtained by students*];

2.14.4 Research or program evaluation activities conducted by VENDOR shall not coincide with state or District testing.

2.14.5 The duration of study activities shall commences on or after the Effective Date of this Agreement and shall concludes at the end of business day on the last day of the term of this Agreement or on the last date of

any amendments extending the term of this Agreement, and must be conducted during the term of this Agreement (including term extensions).

2.14.6 VENDOR shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

2.14.7 VENDOR is responsible for costs incurred for data requested from the District's Data Warehouse at a rate of One Hundred Fifty Dollars and 00/100 Cents per hour ($150.00/hr.). SBBC's total fees are based on the time required by SBBC employees to build data files. An estimate of SBBC's fees will be provided to VENDOR upon approval of the IRB protocol and receipt of VENDOR's formal data request.

2.14.8 VENDOR shall comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

***[Article 2 of each Agreement will end with the following standard sections that require the insertion of names, addresses or the selection of sections depending upon whether the other party is a governmental agency or some other special entity.]:***
***[If the Agreement pertains to construction, use this audit clause.]:***

2.15 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, and claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.15.1 VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

2.15.2 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.15.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

2.15.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.15.5 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

2.15.6 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.15.7 Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.15.8 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

***[If the Agreement does NOT pertain to construction and involves the payment of funds to the other party, then use this audit clause.]:***

2.15 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.15.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.15.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.15.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.15.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.15.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.15.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.15.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

***[If the Agreement does NOT pertain to construction and does NOT involve the payment of funds to the other party, then use this audit clause.]:***

2.15 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.16 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

| | |
|---|---|
| To SBBC: | Superintendent of Schools<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | [*Insert Job Title of District Representative*]<br>The School Board of Broward County, Florida<br>[*Insert Address of District Representative*] |
| To VENDOR: | [*Insert Name Provided by Other Party*]<br>[*Insert Address Provided by Other Party*] |
| With a Copy to: | [*Insert Name Provided by Other Party*]<br>[*Insert Address Provided by Other Party*] |

***[If the other party is a contractor, use this clause. Contractor means a person or entity that has entered or is attempting to enter into a contract with SBBC to provide labor, supplies, or services to SBBC in exchange for salary, wages, or other remuneration.]:***

2.17 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

***[If the other party IS NOT a governmental agency, use this clause]:***

2.18 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

***[If the other party IS NOT a governmental agency, use this clause]:***

2.19 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or

entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

***[Unless this is an Agreement for the provision, by SBBC of educational services at a medical, treatment, or correctional facility, you must include <u>one</u> of the following background screening clauses.]***

***[If the other party <u>IS</u> a governmental agency, use this clause.]:***

2.20 **<u>Background Screening</u>.** VENDOR agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or VENDOR of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

***[If the other party <u>IS NOT</u> a governmental agency, use this clause.]:***

2.20 **<u>Background Screening</u>.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school

grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

***[Use this clause if the other party is NOT a contractor (an individual, partnership, corporation, or business entity that enters into an Agreement for services with a public agency and is acting on behalf of SBBC).]:***

2.21 **Public Records**. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

***[Use this clause if the other party is a contractor (an individual, partnership, corporation, or business entity that enters into an agreement for services with a public agency and is acting on behalf of SBBC).]:***

2.21 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.22 **Proprietary Information**.

2.22.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.22.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

**[*You need to include an indemnification clause*.]**
**[*If the other party is a governmental agency, use this indemnification clause.*]:**

2.23 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

***[If the other party is an individual, partnership, or private corporation, use this indemnification clause.]:***

2.23 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.23.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.23.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

***[If the Risk Management Department determines that insurance provisions are necessary, then use this clause, or portions thereof, under the direction of the Risk Management Department.]:***

2.24 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.24.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.24.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.24.3 Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

2.24.4 Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[*Insert Full Legal Name*] does not own any vehicles. If [*Insert Full Legal Name*] acquires any vehicles during the term of the Agreement, [*Insert Full Legal Name*] agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.24.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.24.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

2.24.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.24.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.24.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.24.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

2.24.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.24.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

**[*If the agreement does not result from formal solicitation, use this nondiscrimination clause.*]:**

2.25 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**[*If the agreement results from formal solicitation, use this nondiscrimination clause.*]:**

2.25 **Nondiscrimination**.

2.25.1 As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.25.2 As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.26 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.27 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.28 **Incorporation by Reference**. **Attachment[s]** [*Insert appropriate Attachment letters or numbers*] attached hereto and referenced herein are incorporated into this Agreement by reference.

## ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **Federal Contract Provisions for Purchases Funded with Federal Awards**. This contract and its related purchase order(s) may be wholly or in part funded with federal awards. As a subrecipient of federal funds, The School Board of Broward County, Florida (SBBC) is required to comply with applicable provisions in 2 CFR § 200.327 and Appendix II to 2 CFR Part 200. Accordingly, the vendor or contractor agrees to the conditions as stated in the Appendix A of this contract.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement upon the date of the last signature below.

***[If there is excessive spacing between the IN WITNESS WHEREOF paragraph and the signature pages then insert the language below.]:***

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

# ATTACHMENT K – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

# ATTACHMENT L – ZONES LOCATIONS

| Zone 1 | Location Type | Name of Location | Address |
|---|---|---|---|
| 1 | CNTR | *Atlantic Technical College (HIGH) | 4700 Coconut Creek Pkwy, Coconut Creek 33066 |
| 1 | ELEM | *Atlantic West | 301 NW 69th Terrace, Margate 33063 |
| 1 | HIGH | *Blanche Ely | 1201 NW 6th Avenue, Pompano Beach 33060 |
| 1 | CNTR | *Bright Horizon Ctr | 3901 NW 1st Terrace, Pompano Beach 33064 |
| 1 | ELEM | *Broadview | 1800 SW 62nd Avenue, North Lauderdale 33068 |
| 1 | ELEM | *Challenger | 5703 NW 94th Avenue, Tamarac 33321 |
| 1 | CNTR | *Charles Drew Family Resource Ctr | 2600 NW 9th Court, Pompano Beach 33069 |
| 1 | ELEM | *Coconut Creek | 500 NW 45th Avenue, Coconut Creek 33066 |
| 1 | HIGH | *Coconut Creek | 1400 NW 44th Avenue, Coconut Creek 33066 |
| 1 | HIGH | *Coral Glades | 2700 Sportsplex Drive, Coral Springs 33065 |
| 1 | ELEM | *Coral Park | 8401 Westview Drive, Coral Springs 33067 |
| 1 | ELEM | *Coral Springs | 3601 NW 110th Avenue, Coral Springs 33065 |
| 1 | MIDD | *Coral Springs/CANAL BANK | 10300 W Wiles Road, Coral Springs 33076 |
| 1 | HIGH | *Coral Springs | 7201 W Sample Road, Coral Springs 33065 |
| 1 | MIDD | *Coral Springs | 10300 W Wiles Road, Coral Springs 33076 |
| 1 | ELEM | *Country Hills | 10550 Westview Drive, Coral Springs 33076 |
| 1 | ELEM | *Cresthaven | 801 NE 25th Street, Pompano Beach 33064 |
| 1 | CNTR | *Cross Creek Ctr | 1010 NW 31st Avenue, Pompano Beach 33069 |
| 1 | MIDD | *Crystal Lake | 3551 NE 3rd Avenue, Pompano Beach 33064 |
| 1 | ELEM | *Cypress | 851 SW 3rd Avenue, Pompano Beach 33060 |
| 1 | CNTR | *Cypress Run Ed Ctr | 2800 NW 30th Avenue, Pompano Beach 33069 |
| 1 | CNTR | *Dave Thomas Ed Ctr (WEST) | 4690 Coconut Creek Pkwy, Coconut Creek 33063 |

| | | | |
|---|---|---|---|
| 1 | CNTR | *Dave Thomas Ed Ctr (East) | 180 NE 25th Street, Coconut Creek 33063 |
| 1 | ELEM | *Deerfield Beach | 650 NE 1st Street, Deerfield Beach 33441 |
| 1 | MIDD | *Deerfield Beach | 701 SE 6th Avenue, Deerfield Beach 33441 |
| 1 | HIGH | *Deerfield Beach | 910 SW 15th Street, Deerfield Beach 33441 |
| 1 | ELEM | *Deerfield Park | 650 SW 3rd Avenue, Deerfield Beach 33441 |
| 1 | ELEM | *Drew, Charles | 1000 NW 31st Avenue, Pompano Beach 33060 |
| 1 | ELEM | *Eagle Ridge | 11500 Westview Drive, Coral Springs 33076 |
| 1 | ELEM | *Floranada | 5251 NE 14th Way, Ft. Lauderdale 33334 |
| 1 | MIDD | *Forest Glen | 6501 Turtle Run Blvd., Coral Springs 33067 |
| 1 | ELEM | *Forest Hills | 3100 NW 85th Avenue, Coral Springs 33065 |
| 1 | ELEM | *Heron Heights | 11010 Nob Hill Road, Parkland 33076 |
| 1 | ELEM | *Hunt, James S. | 7800 NW 35th Ct., Coral Springs 33065 |
| 1 | ELEM | *Liberty | 2450 Banks Road, Margate 33063 |
| 1 | ELEM | *Lloyd Estates | 750 NW 41st Street, Oakland Park 33309 |
| 1 | MIDD | *Lyons Creek | 4333 Sol Press Blvd., Coconut Creek 33073 |
| 1 | ELEM | *Maplewood | 9850 Ramblewood Drive, Coral Springs 33071 |
| 1 | ELEM | *Margate | 6300 NW 18th Street, Margate 33063 |
| 1 | MIDD | *Margate | 500 NW 65th Avenue, Margate 33063 |
| 1 | ELEM | *Markham, C.Robert | 1501 NW 15th Avenue, Pompano Beach 33069 |
| 1 | ELEM | *McNab | 1350 SE 9th Avenue, Pompano Beach 33060 |
| 1 | MIDD | *Millennium | 5803 NW 94th Avenue, Tamarac 33321 |
| 1 | HIGH | *Monarch | 5050 Wiles Road, Coconut Creek 33073 |
| 1 | ELEM | *Morrow | 408 SW 76th Terrace, North Lauderdale 33068 |
| 1 | ELEM | *Norcrest | 3951 NE 16th Avenue, Pompano Beach 33064 |
| 1 | ELEM | *North Andrews Gardens | 345 NE 56th Street, Oakland Park 33334 |
| 1 | AD | *North Area Bus Complex/NA Port Annex Ctr | 1751 NW 22nd Avenue, Pompano Beach 33069 |

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| 1 | AD | *North Area Bus Garage | 2600 NW 18th Terrace, Pompano Beach 33064 |
| 1 | AD | *North Area Maintenance & Warehouse | 6501 NW 15th Avenue, Ft. Lauderdale 33309 |
| 1 | ELEM | *North Lauderdale | 7500 Kimberly Blvd., North Lauderdale 33068 |
| 1 | HIGH | *Northeast | 700 NE 56th Street, Oakland Park 33334 |
| 1 | ELEM | *Oakland Park | 936 NE 33rd Street, Oakland Park 33334 |
| 1 | ELEM | *Palmview | 2601 NE 1st Avenue, Pompano Beach 33064 |
| 1 | ELEM | *Park Ridge | 5200 NE 9th Avenue, Deerfield Beach 33064 |
| 1 | ELEM | *Park Springs | 5800 NW 66th Terrace, Coral Springs 33067 |
| 1 | ELEM | *Park Trails | 10700 Trails End, Parkland 33076 |
| 1 | AD | *Parkland Property (vacant land) | University Drive and Trails End |
| 1 | ELEM | *Parkside | 10257 NW 29th Street, Coral Springs 33065 |
| 1 | ELEM | *Pinewood | 1600 SW 83rd Avenue, North Lauderdale 33068 |
| 1 | ELEM | *Pompano Beach | 700 NE 13th Avenue, Pompano Beach 33060 |
| 1 | MIDD | *Pompano Beach | 310 NE 6th Street, Pompano Beach 33060 |
| 1 | HIGH/AD | *Pompano Beach/Pompano Admin. Ctr | 600 NE 13th Avenue, Pompano Beach 33060 |
| 1 | ELEM | *Quiet Waters | 4150 Hillsboro Blvd., Deerfield Beach 33442 |
| 1 | ELEM | *Ramblewood | 8950 Shadowwood Blvd., Coral Springs 33071 |
| 1 | MIDD | *Ramblewood | 8505 W Atlantic Blvd., Coral Springs 33071 |
| 1 | MIDD | *Rickards, James S. | 6000 NE 9th Avenue, Oakland Park 33334 |
| 1 | ELEM | *Riverglades | 7400 Park Side Drive, Parkland 33067 |
| 1 | ELEM | *Riverside | 11450 Riverside Drive, Coral Springs 33071 |
| 1 | ELEM | *Sanders Park | 800 NW 16th Street, Pompano Beach 33060 |
| 1 | MIDD | *Sawgrass Springs | 12500 W Sample Road, Coral Springs 33065 |
| 1 | MIDD | *Silver Lakes | 7600 Tam O Shanter Blvd., North Lauderdale 33068 |
| 1 | HIGH | *Stoneman Douglas | 5901 Pine Island Road, Parkland 33076 |
| 1 | ELEM | *Tamarac | 7601 University Drive, Tamarac 33321 |

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| 1 | HIGH | *Taravella, J.P. | 10600 Riverside Drive, Coral Springs 33071 |
| 1 | ELEM | *Tedder | 4157 NE 1st Terrace, Deerfield Beach 33064 |
| 1 | ELEM | *Tradewinds | 5400 Johnson Road, Coconut Creek 33073 |
| 1 | ELEM | *Westchester | 12405 Royal Palm Blvd., Coral Springs 33065 |
| 1 | MIDD | *Westglades | 11000 Holmberg Road, Parkland 33076 |
| 1 | ELEM | *Winston Park | 4000 Winston Park Blvd., Coconut Creek 33073 |

| **Zone 2** | **Location Type** | **Name of Location** | **Address** |
|---|---|---|---|
| 2 | HIGH | *Anderson, Boyd | 3050 NW 41st Street, Lauderdale Lakes 33309 |
| 2 | CNTR | *Arthur Robert Ashe Adult Ctr | 1701 NW 23rd Avenue, Ft. Lauderdale 33311 |
| 2 | MIDD | *Bair | 9100 NW 21st Manor, Sunrise 33322 |
| 2 | ELEM | *Banyan | 8800 NW 50th Street, Sunrise 33351 |
| 2 | ELEM | *Bayview | 1175 Middle River Drive, Ft. Lauderdale 33304 |
| 2 | ELEM | *Bennett | 1755 NE 14th Street, Ft. Lauderdale 33304 |
| 2 | ELEM | *Broward Estates | 441 NW 35th Avenue, Lauderhill 33311 |
| 2 | ELEM | *Castle Hill | 2640 NW 46th Avenue, Lauderhill 33313 |
| 2 | ELEM | *Central Park | 777 N Nob Hill Road, Plantation 33322 |
| 2 | CNTR | *Community School North | 1619 NE 4th Court, Ft. Lauderdale 33304 |
| 2 | ELEM | *Croissant Park | 1800 SW 4th Avenue, Ft. Lauderdale 33315 |
| 2 | MIDD | *Dandy, William | 2400 NW 26th Street, Ft. Lauderdale 33311 |
| 2 | ELEM | *Dillard | 2330 NW 12th Court, Ft. Lauderdale 33311 |
| 2 | CBMH | *Dillard 6-12 | 2501 NW 11th Street, Ft. Lauderdale 33311 |
| 2 | CBMH/HIGH | *Dillard 6-12 (entire school) | 2501 NW 11th Street, Ft. Lauderdale 33311 |
| 2 | ELEM | *Discovery | 8800 NW 54th Court, Sunrise 33351 |

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| 2 | ELEM | *Endeavour Primary Learning | 2701 NW 56th Avenue, Lauderhill 33313 |
| 2 | ELEM | *Everglades | 2900 Bonaventure Blvd., Weston 33331 |
| 2 | HIGH | *Fort Lauderdale | 1600 NE 4th Avenue Ft. Lauderdale 33305 |
| 2 | ELEM | *Foster, Stephen | 3471 SW 22nd Street, Ft. Lauderdale 33312 |
| 2 | ELEM | *Harbordale | 900 SE 15th Street, Ft. Lauderdale 33316 |
| 2 | ELEM | *Horizon | 2101 Pine Island Road, Sunrise 33322 |
| 2 | AD | *K.C. Wright Admin | 600 SE 3rd Avenue, Ft. Lauderdale 33312 |
| 2 | ELEM | *King, Martin Luther/ ESEA Title1 | 591 NW 31st Avenue, Lauderhill 33311 |
| 2 | ELEM | *Larkdale | 3250 NW 12th Place, Lauderhill 33311 |
| 2 | MIDD | *Lauderdale Lakes | 3911 NW 30th Avenue, Lauderdale Lakes 33309 |
| 2 | CNTR | *Lauderdale Manors Ctr | 1400 NW 14th Court, Lauderdale Lakes 33311 |
| 2 | CBMH | *Lauderhill 6-12 | 1901 NW 49th Avenue, Lauderhill 33313 |
| 2 | ELEM | *Lauderhill Paul Turner/Castle Hill Annex | 1500 NW 49th Avenue, Lauderhill 33313 |
| 2 | ELEM | *Marshall, Thurgood | 800 NW 13th Street, Ft. Lauderdale 33311 |
| 2 | ELEM | *Meadowbrook | 2300 SW 46th Avenue, Ft. Lauderdale 33317 |
| 2 | ELEM | *Mirror Lake | 1200 NW 72nd Avenue, Plantation 33313 |
| 2 | MIDD | *New River | 3100 Riverland Road, Ft. Lauderdale 33312 |
| 2 | ELEM | *Nob Hill | 2100 NW 104th Avenue, Sunrise 33322 |
| 2 | ELEM | *North Fork | 101 NW 15th Avenue Ft. Lauderdale 33311 |
| 2 | ELEM | *North Side | 120 NE 11th Street, Ft. Lauderdale 33304 |
| 2 | ELEM | *Oriole | 3081 NW 39th Street, Lauderdale Lakes 33309 |
| 2 | ELEM | *Park Lakes | 3925 State Road 7, Lauderdale Lakes 33319 |
| 2 | MIDD | *Parkway | 3600 NW 5th Court, Lauderhill 33311 |
| 2 | ELEM | *Peters | 851 NW 68th Avenue, Plantation 33317 |

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| 2 | AD | *Physical Plant Operations-Zone 2 | 1560 NW 34th Terrace, Lauderhill 33311 |
| 2 | CNTR | *Pine Ridge Ed Ctr | 1251 SW 42nd Avenue, Ft. Lauderdale 33317 |
| 2 | HIGH | *Piper | 8000 NW 44th Street, Sunrise 33351 |
| 2 | ELEM | *Plantation | 651 NW 42nd Avenue, Plantation 33317 |
| 2 | MIDD | *Plantation | 6600 W Sunrise Blvd., Plantation 33313 |
| 2 | HIGH | *Plantation | 6901 NW 16th Street, Plantation 33313 |
| 2 | ELEM | *Plantation Park | 875 SW 54th Avenue, Plantation 33317 |
| 2 | ELEM | *Riverland | 2600 SW 11th Court, Ft. Lauderdale 33312 |
| 2 | ELEM | *Rock Island | 2350 NW 19th Street, Ft. Lauderdale 33311 |
| 2 | AD | *Rock Island Annex Adm | 2301 NW 26th Street, Ft. Lauderdale 33311 |
| 2 | ELEM | *Royal Palm | 1951 NW 56th Avenue, Lauderhill 33313 |
| 2 | ELEM | *Sandpiper | 3700 Hiatus Road, Sunrise 33351 |
| 2 | ELEM | *Sawgrass | 12655 NW 8th Street, Sunrise 33325 |
| 2 | MIDD | *Seminole | 6200 SW 16th Street, Plantation 33317 |
| 2 | CNTR | *Sheridan Tech High (formerly Sunset Ctr) | 3775 SW 16th Street, Ft. Lauderdale 33312 |
| 2 | HIGH | *South Plantation | 1300 Paladin Way, Plantation 33317 |
| 2 | HIGH | *Stranahan | 1800 SW 5th Place, Ft. Lauderdale 33312 |
| 2 | ELEM | *Sunland Park Academy | 919 NW 13th Terrace, Ft. Lauderdale 33311 |
| 2 | MIDD | *Sunrise | 1750 NE 14th Street, Ft. Lauderdale 33304 |
| 2 | AD | *Tech & Support Services Facilities | 7720 W Oakland Park Blvd., Sunrise 33351 |
| 2 | ELEM | *Tropical | 1500 SW 66th Avenue, Plantation 33317 |
| 2 | AD | *TSSC Annex Supt. Office | 7770 W Oakland Park Blvd., Sunrise 33351 |
| 2 | AD | *Twin Lakes Adm | 4200 NW 10th Avenue, Oakland Park 33309 |
| 2 | AD | *Twin Lakes Annex | 4140 NW 10th Avenue, Oakland Park 33309 |

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| 2 | AD | *Twin Lakes Warehouse & Transportation | 3810 NW 10th Avenue, Oakland Park 33309 |
| 2 | ELEM | *Village | 2100 NW 70th Avenue, Sunrise 33313 |
| 2 | ELEM | *Walker/Old Dillard Comm. Ctr. | 1001 NW 4th Street, Ft. Lauderdale 33311 |
| 2 | ELEM | *Welleby | 3230 Nob Hill Road, Sunrise 33351 |
| 2 | MIDD | *Westpine | 9393 NW 50th Street, Sunrise 33351 |
| 2 | ELEM | *Westwood Heights | 2861 SW 9th Street, Ft. Lauderdale 33312 |
| 2 | CNTR | *Whiddon Rogers Ed Ctr/Seagull School | 700 SE 25th Street, Ft. Lauderdale 33312 |
| 2 | ELEM | *Wilton Manors | 2401 NE 3rd Avenue, Wilton Manors 33305 |
| 2 | CNTR | *Wingate Oaks Ctr | 1211 NW 33rd Avenue, Ft. Lauderdale 33311 |
| 2 | ELEM | *Young, V.S. | 101 NE 11th Avenue, Ft. Lauderdale 33301 |

| **Zone 3** | **Location Type** | **Name of Location** | **Address** |
|---|---|---|---|
| 3 | MIDD | *Apollo | 6800 Arthur Street, Hollywood 33024 |
| 3 | MIDD | *Attucks | 3500 N 22nd Avenue, Hollywood 33020 |
| 3 | AD | *B.E.C.O.N. Adm | 6600 SW Nova Drive, Davie 33024 |
| 3 | CBEM | *Beachside Montessori Village | 2230 Lincoln Street, Hollywood 33020 |
| 3 | ELEM | *Bethune, Mary M. | 2400 Meade Street , Hollywood 33020 |
| 3 | ELEM | *Boulevard Heights | 7201 Johnson Street, Hollywood 33024 |
| 3 | CNTR | *Broward Fire Academy Ctr | 2600 SW 71st Terrace, Davie 33314 |
| 3 | ELEM | *Chapel Trail | 19595 Taft Street, Pembroke Pines 33029 |
| 3 | ELEM | *Coconut Palm | 13601 Monarch Lakes Blvd., Miramar 33027 |
| 3 | ELEM | *Colbert El | 2702 Funston Street, Hollywood 33020 |
| 3 | ELEM | *Collins | 1050 NW 2nd Street, Dania Beach 33004 |
| 3 | ELEM | *Cooper City | 5080 SW 92nd Avenue, Cooper City 33328 |
| 3 | HIGH | *Cooper City | 9401 Stirling Road, Cooper City 33328 |
| 3 | ELEM | *Coral Cove | 5100 SW 148th Avenue, Miramar 33027 |

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|---|---|---|---|
| 3 | ELEM | *Country Isles | 2300 Country Isles Road, Weston 33326 |
| 3 | HIGH | *Cypress Bay | 18600 Vista Park Blvd., Weston 33332 |
| 3 | ELEM | *Dania | 300 SE Second Avenue, Dania Beach 33004 |
| 3 | ELEM | *Davie | 7025 SW 39th Street, Davie 33314 |
| 3 | ELEM | *Dolphin Bay | 16450 Miramar Parkway, Miramar 33027 |
| 3 | ELEM | *Driftwood | 2700 NW 69th Avenue, Hollywood 33024 |
| 3 | MIDD | *Driftwood | 2751 N 70th Terrace, Hollywood 33024 |
| 3 | ELEM | *Eagle Point | 100 Indian Trace, Weston 33326 |
| 3 | ELEM | *Embassy Creek | 10905 SE Lake Blvd., Cooper City 33026 |
| 3 | HIGH | *Everglades | 17100 SW 48th Court, Miramar 33027 |
| 3 | ELEM | *Fairway | 7850 Fairway Blvd., Miramar 33023 |
| 3 | MIDD | *Falcon Cove | 4251 Bonaventure Blvd., Weston 33332 |
| 3 | ELEM | *Flamingo | 1130 SW 133rd Avenue, Davie 33325 |
| 3 | HIGH | *Flanagan, Charles W. | 12800 Taft Street, Pembroke Pines 33028 |
| 3 | ELEM | *Fox Trail | 1250 Nob Hill Road, Davie 33324 |
| 3 | ELEM | *Gator Run | 1101 Glades Parkway , Weston 33327 |
| 3 | MIDD | *Glades | 16700 SW 48th Court, Miramar 33027 |
| 3 | ELEM | *Griffin | 5050 SW 116th Avenue, Cooper City 33330 |
| 3 | CBEM | *Gulfstream Academy | 900 SW 8th Street, Hallandale Beach 33009 and 1000 SW 3rd Street, Hallandale 33309 |
| 3 | CNTR | *Gulfstream Early Childhood Ctr | 120 SW 4th Avenue, Hallandale Beach 33009 |
| 3 | HIGH | *Hallandale | 720 NW 9th Avenue, Hallandale Beach 33009 |
| 3 | ELEM | *Hawkes Bluff | 5900 SW 160th Avenue, Davie 33331 |
| 3 | CNTR | *Henry D. Perry Ed Ctr | 3400 Wildcat Way, Miramar 33023 |
| 3 | ELEM | *Hollywood Central | 1700 Monroe Street, Hollywood 33020 |

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|---|---|---|---|
| 3 | ELEM | *Hollywood Hills | 3501 Taft Street, Hollywood 33021 |
| 3 | HIGH | *Hollywood Hills | 5400 Stirling Road, Hollywood 33021 |
| 3 | ELEM | *Hollywood Park | 901 N 69th Way, Hollywood 33024 |
| 3 | MIDD | *Indian Ridge | 1355 Nob Hill Road, Davie 33324 |
| 3 | ELEM | *Indian Trace | 400 Indian Trace, Weston 33326 |
| 3 | ELEM | *Lake Forest | 3550 SW 48th Avenue, Pembroke Park 33023 |
| 3 | ELEM | *Lakeside | 900 NW 136th Avenue, Pembroke Pines 33028 |
| 3 | CNTR | *Lanier-James Ed Ctr | 1050 NW 7th Court, Hallandale 33309 |
| 3 | ELEM | *Manatee Bay | 19200 Manatee Isles Drive., Weston 33332 |
| 3 | HIGH | *McArthur | 6501 Hollywood Blvd., Hollywood 33024 |
| 3 | CNTR | *McFatter Tech College | 6500 Nova Drive, Davie 33317 |
| 3 | MIDD | *McNicol | 1602 S 27th Avenue, Hollywood 33020 |
| 3 | ELEM | *Miramar | 6831 SW 26th Street, Miramar 33023 |
| 3 | HIGH | *Miramar | 3601 SW 89th Avenue, Miramar 33025 |
| 3 | MIDD | *New Renaissance | 10701 Miramar Blvd., Miramar 33025 |
| 3 | ELEM | *Nova Blanche Forman | 3521 SW Davie Road, Davie 33314 |
| 3 | ELEM | *Nova Dwight D. Eisenhower | 6501 SW 39th Street., Davie 33314 |
| 3 | AD | *Nova/HRD | 3600 College Avenue, Davie 33314 |
| 3 | AD | *Nova/Mech. Plant | 3602 College Avenue, Davie 33314 |
| 3 | ELEM | *Oakridge | 1507 N 28th Avenue, Hollywood 33020 |
| 3 | MIDD | *Olsen | 330 SE 11th Terrace, Dania Beach 33004 |
| 3 | ELEM | *Orange Brook | 715 S 46th Avenue, Hollywood 33021 |
| 3 | ELEM | *Palm Cove | 11601 Washington Street, Pembroke Pines 33025 |
| 3 | ELEM | *Panther Run | 801 NW 172nd Avenue, Pembroke Pines 33029 |
| 3 | ELEM | *Pasadena Lakes | 8801 Pasadena Blvd., Pembroke Pines 33024 |

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| 3 | ELEM | *Pembroke Lakes | 11251 Taft Street, Pembroke Pines 33026 |
| 3 | ELEM | *Pembroke Pines | 6700 SW 9th Street, Pembroke Pines 33023 |
| 3 | CBEM | *Perry, Annabel C. | 6850 SW 34th Street, Miramar 33023 |
| 3 | MIDD | *Pines | 200 NW Douglas Road, Pembroke Pines 33024 |
| 3 | ELEM | *Pines Lakes | 10300 Johnson Street, Pembroke Pines 33026 |
| 3 | MIDD | *Pioneer | 5350 SW 90th Avenue, Cooper City 33328 |
| 3 | ELEM | *Sea Castle | 9600 Miramar Blvd., Miramar 33025 |
| 3 | ELEM | *Sheridan Hills | 5001 Thomas Street, Hollywood 33021 |
| 3 | ELEM | *Sheridan Park | 2310 N 70th Terrace, Hollywood 33024 |
| 3 | CNTR | *Sheridan Tech College | 5400 W Sheridan Street, Hollywood 333021 |
| 3 | CNTR | *Sheridan West Vocational Ctr | 20251 Stirling Road, Pembroke Pines 33332 |
| 3 | ELEM | *Silver Lakes | 2300 SW 173rd Avenue, Miramar 33029 |
| 3 | ELEM | *Silver Palms | 1209 NW 155th Avenue, Pembroke Pines 33028 |
| 3 | ELEM | *Silver Ridge | 9100 SW 36th Street, Davie 33328 |
| 3 | ELEM | *Silver Shores | 1701 SW 160th Avenue, Miramar 33027 |
| 3 | MIDD | *Silver Trail | 18300 Sheridan Street, Pembroke Pines 33331 |
| 3 | AD | *South Area Adm Portable Annex | 5350 SW 90th Avenue, Cooper City 33328 |
| 3 | AD | *South Area Bus Garage | 900 S University Drive, Pembroke Pines 333025 |
| 3 | AD | *South Area Maintenance | 1295 N 21st Avenue, Hollywood 33020 |
| 3 | HIGH | *South Broward | 1901 N Federal Highway, Hollywood 33020 |
| 3 | AD | *Southwest Ranch Property (vacant land) | Sheridan Street, West of 184th Avenue (North side of road) |
| 3 | ELEM | *Stirling | 5500 Stirling Road, Hollywood 33021 |
| 3 | ELEM | *Sunset Lakes | 18400 SW 25th Street, Miramar 33029 |
| 3 | ELEM | *Sunshine | 7737 W LaSalle Blvd., Miramar 33023 |
| 3 | MIDD | *Tequesta Trace | 1800 Indian Trace, Weston 33326 |

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| 3 | CNTR | *The Quest Ctr | 6401 Charleston Street, Hollywood 33024 |
| 3 | ELEM | *Watkins | 3520 SW 52nd Avenue, Pembroke Park 33023 |
| 3 | HIGH | *West Broward | 500 NW 209th Avenue, Pembroke Pines 33029 |
| 3 | AD | *West Central Bus Compound | 2500 College Avenue, Davie 33314 |
| 3 | MIDD | *West Hollywood | 6301 Hollywood Blvd., Hollywood 33024 |
| 3 | HIGH | *Western | 1200 SW 136th Avenue, Davie 33325 |
| 3 | CNTR | *Whispering Pines Ed Ctr | 3551 SW 89th Avenue, Miramar 33025 |
| 3 | MIDD | *Young, Walter C. | 901 NW 129th Avenue, Pembroke Pines 33028 |

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# SECTION 9.0 – BID SPECIFICATIONS

1) **REFERENCES**:
   a) American National Standards Institute (ANSI) A300-2001 as currently amended. See www.isa-arbor.com
   b) American National Standards Institute (ANSI) Z133.11-2000 as currently amended. See www.isa-arbor.com
   c) Broward County Tree Trimmer's Licensing Ordinance. See www.co.broward.fl.us/agriculture/english/hortcomm/tt001.him
   d) SBBC Design and Materials Standard - Section 02950 - Trees, Plants, and Ground Covers www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

2) **SERVICES AND MATERIAL**: Services and labor related to landscape maintenance may be necessary as directed by Physical Plant Operations at an hourly rate. Related materials MAY be purchased under this contract at the discretion of Physical Plant Operations on a strictly cost-plus basis. The related materials, beyond the requirements set forth in the Bid Specifications under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source. This will include each unit price and the Awardee's cost- plus mark-up. Any remaining materials, after project completion, become the property of SBBC. The Physical Plant Operations Department is under NO OBLIGATION to purchase any labor, services or related materials under this contract if these materials are available using other SBBC contracts. A work crew is defined as three people, a truck, wood chipper, and their associated equipment. All prices for materials, provided in written estimates, shall be verified by SBBC. Materials prices may be rejected if found to be inconsistent with current market prices.

3) **TREE SIZE (INDIVIDUAL)**: Trees that ideally develop a single leader structure.
   a) **SHADE Trees** - Tree size is categorized by increments of inches at 4-1/2 feet above grade Diameter Breast Height (DBH). In cases of a single tree developing multiple leaders at Diameter Breast Height, the size will be determined at the smallest point between the root swell and the point at which the leader divides.
   b) **Palm Trees**- For use in this bid the height of a palm tree will be measured in overall height to the tallest frond unless otherwise specified.

4) **SHADE TREE SIZE (CLUSTERS):** Trees that typically grow in clusters originating from one point in the ground shall be considered one tree.
   a) Shade Trees - Tree size is categorized by increments of inches at Diameter Breast Height. The size of the tree shall be determined by the diameter of the largest leader at Diameter Breast Height.
   b) Tree Removal - All parts of the tree shall be safely felled and removed by Awardee.
   c) Stumps and Roots - Stumps and all surface roots shall be removed to a depth of 4 inches. Area of stump and surface root removal shall be filled to grade with topsoil by Awardee.
   d) Debris - All debris shall be collected and hauled away from the site by Awardee.

5) **STUMP SIZE**: Stump size is categorized by increments of inches to be measured at a point 6 inches above grade. For cases in which the existing stump is lower than 6 inches above grade, the size will be determined at the plane of the saw cut.

6) **STUMP/GRINDING REMOVAL:** The complete stump and all associated surface roots shall be ground or removed by Awardee to a minimum depth of 4 inches below grade. Upon completion of stump and surface root removal the affected area shall be filled to grade with topsoil by Awardee.

7) **SURFACE ROOT REMOVAL:** Square footage of affected area will be used to determine the amount of surface root removal. This measurement will be used when roots only are to be removed. Upon completion of surface root removal the affected area shall be filled to grade with topsoil.

8) **TREE SIZE**: Tree size is categorized by increments of inches at Diameter Breast Height (DBH). In cases of a single tree developing multiple leaders at Diameter Breast Height, the size will be determined at the smallest point between the root swell and the point at which the leader divides.

9) **SPECIAL REQUIREMENTS FOR TREE TRIMMING AT SCHOOLS:** Trees shall be trimmed to Clear (ANSI 300 5.6.1) and Raise (ANSI 300 5.6.3) to the height listed for the following areas (as much as possible without violating any ANSI Standards or Broward County Tree Trimmer's Licensing Ordinance) Palms pruned to ANSI 300 5.8 specifications to include fronds, fruit, and petioles.

• Main Driveways – 16' clearance • Parking lots – 12' clearance • Buildings, Roofs, and covered walkways – 6' clearance • Flagpoles – 10' clearance • Light poles – 6' clearance • Security Cameras – clearance to provide visibility (when possible) • Sidewalks and grassy areas – 10' clearance

**METHODS OF PRUNING:** - Pruning methods shall be in accordance with the ANSI A300-2001, or as currently amended and the Broward County Tree Trimmer's Ordinance. Specifically, the ANSI 300 sections below:

ANSI 300 5.6.1 Clean: Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches.

ANSI 300 5.6.3 Raise: Raising shall consist of selective pruning to provide vertical clearance. (See #3 above for height requirements)

Both to include branches 4" in diameter and below.

10) **PURPOSE:** The reasons for pruning may include, but are not limited to:
   a) Reducing risk
   b) Maintaining or improving tree health and structure
   c) Improving aesthetics
   d) Satisfying a specific need

11) **CLASS I FENCE LINE CLEARING:** Class I fence line clearing shall consist of Awardee clearing vegetation growing within a 5 foot wide area adjacent to one side of the fence on SBBC property. Class I fence line clearing also consists of cutting back vegetation encroaching onto SBBC property from an adjacent property. Vines, shrubs, stumps, surface roots and branches growing over, under and through the fence shall be cleared by Awardee. All Brazilian Pepper shall be removed by Awardee regardless of size. Canopy trees up to a caliper size of 6 inches Diameter Breast Height shall be removed by Awardee. Palm trees that are 6 feet or less of wood shall be removed by Awardee

12) **CLASS II FENCE LINE CLEARING:** Class II fence line clearing shall consist of Awardee clearing vegetation growing within a 5 foot wide area on both sides of a fence. Vines, shrubs, stumps, surface roots and branches growing over, under and through the fence shall be cleared by Awardee. All Brazilian Pepper shall be removed by Awardee regardless of size. Canopy trees up to a size of 6 inches Diameter Breast Height shall be removed by Awardee. Palm trees that are 6 feet or less of wood shall be removed by Awardee.

13) **TREES:** All shade trees with a Diameter Breast Height greater than 6 inches and palm trees that are greater in height than 6 feet at the point of lowermost frond attachment are not included in this Item. Such trees shall not be serviced unless otherwise directed by the SBBC.

14) **DELIVERY:**
   a) Free delivery to all SBBC sites.
   b) Materials must be delivered per the Notice to Proceed to designated SBBC site(s).
   c) Unless otherwise designated or unavailable, container plant material will be preferred vs. B&B, (Balled and Burlap), material(s).
   d) Bid listings: Category 1 Trees, Category 2 Trees, Category 3 Trees, and Category 4 Palms. Refer to Appendix 1 – Tree Types.
   e) Replacement trees shall be the same species as the removed tree unless otherwise directed by SBBC. f) Replacement trees shall be Florida #1 or better.

15) **ROOT PRUNING:** Trees to be relocated shall be properly root pruned to ensure the greatest possibility of survival be removed by Awardee. Palm trees that are 6 feet or less of wood shall be removed by Awardee.

16) **SUPPORT:** When deemed necessary, relocated trees shall be properly supported See Bid Specification 5.5.

17) **ROOT PRUNING:** Trees to be stood up shall be properly root pruned by Awardee, if necessary, to ensure the greatest possibility of survival.

18) **LIMITED ACCESS LOCATIONS**: To include areas that mechanical equipment cannot be used, trees and palms must be climbed, and areas designated by SBBC to reduce risk of damage to SBBC property. (i.e. along bodies of water, adjacent to fences and walls, behind private property, over roofs, courtyards, areas where branches cannot be dropped and must be lowered).

19) **SERVICES:** The Awardee shall provide for hazard tree pruning, tree, tree stump and debris removal from SBBC properties. The debris shall be taken to approved sites only.

20) **WORKING HOURS:** Working hours shall be 7:00 a.m. to 6:00 p.m., Monday through Sunday.

21) **EQUIPMENT:** The Awardee(s) is responsible for providing all equipment necessary to complete the work assigned. Trucks or equipment which are designated for use under this contract shall not be used for any other purpose during the working hours of this contract.

22) **HAZARD PRUNING:** Awardee is to remove all broken limbs still attached to the tree 2" and greater per ANSI A300- 2001, or as amended. Limbs that are completely severed from the tree may be, at the discretion of SBBC, cut at the point of the break.

23) **RE-STANDING, LEANING OR FELLED TREES** Utilizing accepted industry standards, Awardee is to straighten or re-stand trees and ensure the tree is adequately secured.

   a) Wood Stakes: Straight, sound, rough sawn lumber not less than 2" x 4". Steel pins or rebar shall not be acceptable.
   b) Black Webbing Tape: As supplied by Terra International, Inc., Miami, Florida, Florida Landscape Supplies, Miami, Florida or approved equal. Wire or cable shall not be acceptable.
   c) Deadmen: Straight, sound, rough sawn lumber not less than 2" x 4".
   d) Removal: Once the tree has been re-established, the removal of material used to secure a tree will be the responsibility of SBBC.

24) **TREE REMOVAL**: Awardee is to remove all trees that are uprooted, completely down or excessively destroyed. Tree removal does not include the removal of the stump.
   a) Removal of all trees that are uprooted and leaning and therefore cause a safety hazard. Trees that are partially uprooted and leaning may be, at the discretion of SBBC, excluded from removal for the purpose of safely securing and re-establishing the tree. Trees that are leaning but still firmly rooted in the ground may not be removed without permission from SBBC.
   b) Trees removed shall be cut by Awardee at a point two feet above ground level. Trees that cannot be measured to ground level shall be cut by Awardee at a point estimated to be two feet above ground level.
   c) Excessively destroyed trees are defined as those with more than 50% of the tree crown destroyed or damaged, a split trunk or broken branches that expose the heartwood.

25) **STUMP REMOVAL**: Awardee is to completely remove all stumps and associated above-ground roots.
   a) Height: Stumps will have a maximum height of two feet above grade. The cost of removing all material up to two feet above grade shall be included in the prices for stump grinding and extraction.
   b) Stump Grinding: Mechanical grinding of stumps must remove all stump material to a minimum depth of four inches below grade. All above ground roots associated with stump must be removed by mechanical grinding or cutting by Awardee. The depth of mulch remaining after grinding a stump shall be no more than four inches above grade. Any mulch that would result in a mound greater than four inches above grade must be removed by the Awardee. The cost of removal of the mulch shall be inclusive of the stump grinding.
   c) Stump Extraction: Stump extraction, whether by mechanical means or by hand shall completely remove the stump and all associated above-ground roots. The depression resulting from the stump extraction shall be filled with sand or topsoil by Awardee. The resulting depression may be, in appropriate circumstances, graded level by mechanical means or by hand. The cost of filling or grading the resulting depression from stump extraction shall be included in the stump extraction.

26) **DEBRIS REMOVAL** - Complete removal of all tree debris associated with hazard pruning, tree removal and limbs blown from trees. Debris shall be hauled by Awardee to approved disposal sites only. Debris that is eligible for FEMA reimbursement must be taken to sites approved and permitted by FEMA.
   a) **Truck Certification** - Prior to any debris hauling, each truck or trailer to be utilized for hauling debris must be certified by SBBC. Each truck will be inspected and measured. The maximum capacity will be determined and recorded. Certified trucks designated for debris removal shall be equipped with two signs; one attached to each side by Awardee. The signs shall indicate, in large, legible type, the owner of the contract, vehicle number and maximum capacity. Trucks or trailers that are altered during the execution of the contract will be re-measured and re-certified.
   b) **Reduced Loads** - Chippers shall be utilized to the fullest extent possible by Awardee. All material, up to the maximum capacity of the chipper, shall be reduced to chips. This item shall include the cost of reducing and hauling the material to an approved site.
   c) **Bulk Loading** - All material too large to be reduced shall be hauled in bulk to an approved site by Awardee.
   d) **Hand Loading** - Hand loading of trucks and trailers is not acceptable. The Awardee must utilize mechanical equipment to load and reasonably compact debris into trucks and trailers.
   e) **Calculation for Payment**- Reduced loads shall be paid the cubic yard price for bulk loads at a 4 to 1 ratio. Example: cubic yard price for Item 10 is $18.00. Box truck is filled with 30 cubic yards of chipped debris. Cost per cubic yard of chipped debris: 4 x $18.00 = $72.00. Total load cost is 30 x $72.00 = $2,160.00.
   f) **Tipping Fees** - SBBC shall be responsible to pay only those tipping fees billed directly to SBBC. Awardees utilizing private, permitted dump sites shall include any tipping fee in the cost of debris hauling.
   g) **Load Tickets** - Load tickets will be issued by an SBBC representative prior to departure from the loading site. The SBBC representative will keep one (1) copy of the ticket and give four (4) copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four (4) copies to the SBBC representative at the dumpsite. The SBBC representative will validate, retain one copy and give three (3) copies to the driver for the Awardee's records.

h) **Measurement** - Measurement of tree debris will be calculated by the cubic yard as predetermined by Special Condition 9, Group B, Item 11e of this bid. Trucks with less than full capacities will be adjusted down by visual inspection by a dump site monitor employed by or contracted by SBBC.

27) **INSPECTION**: An SBBC representative shall inspect each site once the Awardee has indicated completion of that site. Any discrepancies shall be corrected within 24 hours.

28) **DEBRIS:** All debris must be removed at the end of each workday unless approved by the grounds management staff.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

# SECTION 10.0 – STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

Company Name:_____

Contact: _____

Telephone:_____

Email:_____

| ✓ | Reason(s) for "No Response": |
|---|---|
| ☐ | Unable to comply with product or service specifications. |
| ☐ | Unable to comply with scope of work. |
| ☐ | Unable to quote on all items in the group. |
| ☐ | Insufficient time to respond to the Request for Proposal. |
| ☐ | Unable to hold prices firm through the term of the contract period. |
| ☐ | Our schedule would not permit us to perform. |
| ☐ | Unable to meet delivery requirements. |
| ☐ | Unable to meet bond requirements. |
| ☐ | Unable to meet insurance requirements. |
| ☐ | Other (Specify below) |

Comments:

Signature: _____ Date: _____

# END OF RFP

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SFM LANDSCAPE SERVICES, LLC**
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5612 NW 8 Street, Margate, FL 33063

## RECITALS

**WHEREAS**, On September 26, 2025, SBBC issued a Request for Proposal identified as RFP25-164 – Tree Trimming Services (hereinafter "RFP"), and amended by Addendum No. 1 dated October 14, 2025, each of which are incorporated by reference herein, for the purpose of receiving proposals for Tree Trimming Services; and

**WHEREAS**, VENDOR was one of the twelve (12) total vendors submitting proposals in response to the RFP, and one of five (5) vendors recommended for award.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**.

2.1.1 The term of this Agreement commences on December 16, 2025 ("Effective Date") and concludes on December 15, 2028, unless terminated earlier pursuant to Article 3.5 and other articles as applicable under the terms of this Agreement. Upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties,

this Agreement may be extended for two (2) additional one (1) year periods. If needed and upon written agreement between both parties, the term of this Agreement may, be extended for one hundred eighty (180) calendar days beyond the expiration date of the term. If considering renewal or extension of the term, SBBC's Procurement & Logistic Operations Department will request a letter consenting to extension from the other party, prior to the end of the current term. Any extension period shall be approved by a written Amendment to this Agreement executed by both parties.

2.1.2 In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the commencement and conclusion dates of this Agreement to provide the original Agreement term as stated in the RFP. When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions and one hundred and eighty (180) calendar-day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

2.2 **Order of Precedence among Agreement Documents**. In the event of conflict between the Agreement documents, the following priority of shall govern:

| | |
|---|---|
| First: | This Agreement; then |
| Second | Addendum No. 1; then |
| Third: | RFP25-164 – Tree Trimming Services; then |
| Fourth: | Proposal submitted in response to the RFP by VENDOR. |

2.3 **VENDOR Responsibilities**. VENDOR shall provide the services described in Section 9 – Bid Specifications of the RFP

2.4 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is as set forth in the *Cost of Services*, attached hereto and incorporated herein as **Attachment "A."**

2.5 **Payment**. VENDOR shall submit proper and appropriate invoices to the following address:

Physical Plant Operations
Attn: Brandon Pitman, Grounds Manager
3897 N.W. 10th Avenue
Oakland Park, Florida 33309

2.5.1 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.6 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.6.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.6.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.6.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.6.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.6.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.6.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for

termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.6.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.7 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

| | |
|---|---|
| To SBBC: | Superintendent of Schools<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director of Procurement & Logistic Operations<br>The School Board of Broward County, Florida<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351 |
| To VENDOR: | Christian Infante, Manager<br>7500 NW 74 Avenue<br>Medley, Florida 33166<br>*cinfante@sfmservices.com* |
| With a Copy to: | Keith Harned, GM – Landscape Division<br>7500 NW 74 Avenue<br>Medley, Florida 33166<br>kharned@sfmservices.com |

2.8 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause

and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.9 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.10 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.11 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct

contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.13 **Proprietary Information**.

2.13.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.13.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.14.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.14.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.15.1 General Liability. Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate

2.15.2 Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.15.3 Auto Liability. Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

> _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

2.15.4 Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.15.5 Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link

to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

• New vendors will receive an email notification requesting account verification and insurance agent information.

• Existing vendors will receive an email notification of their current status.

2.15.6 Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

**c. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.**

2.15.7 Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled. The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement.

2.16 **Nondiscrimination**.

2.16.1 As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.16.2 As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this

Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Incorporation by Reference**. **Attachment "A"** attached hereto and referenced herein is incorporated into this Agreement by reference.

## ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC

employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or

to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement upon the date of the last signature below.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

SFM LANDSCAPE SERVICES, LLC

By: _____

Print Name: Christian Infante

Title: Manager

Date: 11-19-25

_____
Corporate Secretary Signature

**-or-**

_____
Witness Signature
Print Name: Jose Infante

_____
Witness Signature
Print Name: Catherine Labrador

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19 day of November 2025 (*date*) by Christian Infante (*name of officer or agent, title of officer or agent*) of SFM Landscape Services, LLC. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced n/a (*type of identification*) as identification and who did first take an oath this 18 day of November, 2025.

My Commission Expires:

(SEAL)

NOTARY PUBLIC Expires 3/23/2027 Vanezza D Rivera My Commission HH 342140 STATE OF FLORIDA

_____
Signature – Notary Public

_____
Printed Name of Notary

_____
Notary's Commission No.

# ATTACHMENT A

# Cost of Services

**ZONE 3 - BID TO BE AWARDED BY ZONE**
**An individual price per unit of measure is needed for each category and all categories must be bid in order to be considered for award**

LABOR RATE (FOR COMPLETE CAMPUS TREE TRIMMING, RELATED WORK)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 1 | Labor Rate, Per Hour, Per Crew (Crew = 3 People + Truck, Wood Chipper, Lift, and Equipment) | 2,500 | Hourly | $350.00 | $332.50 |
| 2 | Labor Rate, Per Hour, Per Additional Crew Member | 100 | Hourly | $75.00 | $71.25 |
| 3 | Emergency labor rate | 100 | Hourly | $112.50 | $106.88 |
| 4 | Limited access areas | 100 | Hourly | $80.00 | $76.00 |

COMPLETE SHADE TREE REMOVAL INCLUDING CANOPY, TRUNK, STUMP AND ALL SURFACE ROOTS (SPECIFICATIONS· GENERAL AND #1)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 5 | 0" - 5.99" Diameter Breast Height | 75 | Each | $215.00 | $204.25 |
| 6 | 6" - 17.99" Diameter Breast Height | 600 | Each | $375.00 | $356.25 |
| 7 | 18" - 29.99" Diameter Breast Height | 100 | Each | $875.00 | $831.25 |
| 8 | 30" – 41.99" Diameter Breast Height | 5 | Each | $1,550.00 | $1,472.50 |
| 9 | 42' - 53.99 Diameter Breast Height | 5 | Each | $1,850.00 | $1,757.50 |
| 10 | 54" - 65.99" Diameter Breast Height | 5 | Each | $2,250.00 | $2,137.50 |
| 11 | 66" and greater Diameter Breast Height | 5 | Each | $3,800.00 | $3,610.00 |

STUMPS AND SURFACE ROOT GRINDING OR REMOVAL (SPECIFICATIONS· GENERAL AND #2)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 12 | 0" - 5.99" Trunk Diameter | 5 | Each | $75.00 | $71.25 |
| 13 | 6" - 17.99" Trunk Diameter | 5 | Each | $125.00 | $118.75 |
| 14 | 18" – 29.99" Trunk Diameter | 5 | Each | $275.00 | $261.25 |
| 15 | 30" – 41.99" Trunk Diameter | 5 | Each | $450.00 | $427.50 |
| 16 | 42' - 53.99 Trunk Diameter | 5 | Each | $625.00 | $593.75 |
| 17 | 54" - 65.99" Trunk Diameter | 5 | Each | $775.00 | $736.25 |
| 18 | 66" and greater Trunk Diameter | 5 | Each | $985.00 | $935.75 |
| 19 | Surface Roots Only | 100 | Square Feet | $10.00 | $9.50 |

SHADE TREE TRIMMING PER ANSI A300 AS CURRENTLY AMENDED, AND BROWARD COUNTY TREE TRIMMER'S LICENSING ORDINANCE (SPECIFICATIONS- GENERAL AND# 3)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 20 | 0" - 5.99" Diameter Breast Height | 10 | Each | $45.00 | $42.75 |
| 21 | 6" - 17.99" Diameter Breast Height | 360 | Each | $75.00 | $71.25 |
| 22 | 18" - 29.99" Diameter Breast Height | 180 | Each | $150.00 | $142.50 |
| 23 | 30" – 41.99" Diameter Breast Height | 60 | Each | $225.00 | $213.75 |
| 24 | 42' - 53.99 Diameter Breast Height | 10 | Each | $325.00 | $308.75 |
| 25 | 54" - 65.99" Diameter Breast Height | 10 | Each | $425.00 | $403.75 |
| 26 | 66" and greater Diameter Breast Height | 10 | Each | $500.00 | $475.00 |

PALM TREE TRIMMING PER ANSI A300 AS CURRENTLY AMENDED, AND BROWARD COUNTY TREE TRIMMER'S LICENSING ORDINANCE (SPECIFICATIONS- GENERAL AND# 3)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 27 | 0' to 9.99' Overall height | 60 | Each | $35.00 | $33.25 |
| 28 | 10' to 14.99' Overall Height | 300 | Each | $40.00 | $38.00 |
| 29 | 15' to 24.99' Overall Height | 300 | Each | $45.00 | $42.75 |
| 30 | 25' and up Overall Height | 200 | Each | $50.00 | $47.50 |

**COMPLETE PALM TREE REMOVAL INCLUDING CANOPY, TRUNK, STUMP AND ALL SURFACE ROOTS (SPECIFICATIONS· GENERAL AND #1)**

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 31 | 0' to 9.99' Overall height | 30 | Each | $175.00 | $166.25 |
| 32 | 10' to 14.99' Overall Height | 60 | Each | $295.00 | $280.25 |

| | | | | | |
|---|---|---|---|---|---|
| 33 | 15' to 24.99' Overall Height | 60 | Each | $450.00 | $427.50 |
| 34 | 25' and up Overall Height | 30 | Each | $750.00 | $712.50 |

FENCE LINE CLEARING, CLASS I & CLASS II (SPECIFICATIONS- GENERAL AND #4)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 35 | Class I Fence Line Clearing | 1,000 | Linear Feet | $8.75 | $8.31 |
| 36 | Class II Fence Line Clearing | 1,000 | Linear Feet | $16.50 | $15.68 |

PROVIDING AND PLANTING NEW OR REPLACMENT SHADE AND PALM TREES
(SPECIFICATIONS GENERAL AND #5)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 37 | Category 1 Trees - Provide/Deliver/Install | 150 | Each | $750.00 | $712.50 |
| 38 | Category 2 Trees - Provide/Deliver/Install | 45 | Each | $550.00 | $522.50 |
| 39 | Category 3 Trees - Provide/Deliver/Install | 5 | Each | $450.00 | $427.50 |
| 40 | Category 4 Palms - Provide/Deliver/Install | 5 | Each | $650.00 | $617.50 |

RELOCATING TREES (SPECIFICATIONS- GENERAL AND #6)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 41 | 0" - 9.99" Diameter Breast Height | 15 | Each | $205.00 | $194.75 |

STANDING AND STAKING FALLEN TREES (Specifications - General and #7)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 42 | 0" - 5.99" Diameter Breast Height | 10 | Each | $145.00 | $137.75 |
| 43 | 6" - 9.99" Diameter Breast Height | 10 | Each | $195.00 | $185.25 |

**HAZARD TREE TRIMMING - DEAD WOOD, LIMB FAILURES, STORM DAMAGE (SEE SECTION 6, BID SPECIFICATIONS # 9)**

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 44 | Trees with hangers, dead wood, limb failures, storm damage - greater than 2" | 200 | Each tree | $225.00 | $213.75 |
| 45 | Trees with hangers, dead wood, limb failures, storm damage - less than 2" | 200 | Each tree | $150.00 | $142.50 |

STUMPS EXTRACTION (SEE SECTION 6, SPECIFICATIONS #9)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 46 | 0" - 11.99" Diameter | 50 | Each | $225.00 | $213.75 |
| 47 | 12" - 23.99" diameter | 50 | Each | $450.00 | $427.50 |
| 48 | 24" – 35.99" Diameter | 50 | Each | $700.00 | $665.00 |
| 49 | 36" and greater Diameter | 50 | Each | $1,120.00 | $1,064.00 |

VEGETATIVE DEBRIS HAULING (SEE SECTION 6, SPECIFICATIONS #9)

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 50 | Bulk Loads | 300 | Cubic Yard | $21.00 | $19.95 |
| 51 | Bulk Loads (Reduced loads to be calculated at a 4 to 1 ratio) | 300 | Cubic Yard | $45.00 | $42.75 |

**Procurement & Logistic Operations**
**John Wesley White, Director**
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

**The School Board of Broward County, Florida**

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhodeff
Maura McCarthy Bulman Adam
Cervera, Esq. Debro Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 5, 2026

Christian Infante, Manager
7500 NW 74 Avenue
Medley, Florida 33166

RE: RFP25-164 - Tree Trimming Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and SFM Landscape Services, LLC. This is the result of the School Board's approval on December 16, 2025, for Item OO-3. Full details are outlined in the Agreement.

Sincerely,

John Wesley White, Director
Procurement & Logistic Operations

cc: Edgar Lugo, Manager, Construction Sourcing
Mark Dorsett, Executive Director, Physical Plant Operations
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2025-12-16 | Regular School Board Meeting |
| **CATEGORY:** | OO. Operations |
| **DEPARTMENT:** | Procurement & Logistics Operations |

| | |
|---|---|
| Agenda Item Number: | OO-3. |
| Consent or Open Item: | Open |
| Special Order: | NO |
| Time for Special Order: | |

**TITLE:**

**RFP25-164 - Tree Trimming Services**

**REQUESTED ACTION:**

**Approve the Agreements for Award of Request for Proposal (RFP) RFP25-164 – Tree Trimming Services with the following five (5) Vendors: 1) Brightview Landscape Services, Inc., 2) EDJ Service, Inc., 3) SFM Services, Inc., 4) Sherlock Tree Company, 5) The Green experts Landscaping LLC; and approve spending authority in the amount of $600,000. District-wide.**

**RATIONALE:**

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

**EXHIBITS:**

| |
|---|
| Executive Summary |
| Financial Analysis Worksheet |
| Agreements-5 - Online |
| Award Recommendation |
| |
| |
| |

**FINANCIAL IMPACT:**

$600,000 and is funded by the Physical Plant Operations budget.

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

**OR** • **Business Operations**

**BOARD ACTION:**

(For Official School Board Records Only)

**APPROVED**

**SOURCE OF ADDITIONAL INFORMATION**

| | | | |
|---|---|---|---|
| Name: | Wanda F. Paul | Phone: | 754-321-2659 |
| Name: | | Phone: | |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Dec 2, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: December 16, 2025

By: _____
School Board Chair

1

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**
**(hereinafter referred to as "SBBC"),**
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SFM LANDSCAPE SERVICES, LLC**
**(hereinafter referred to as "VENDOR"),**
whose principal place of business is
5612 NW 8 Street, Margate, FL 33063

## RECITALS

**WHEREAS**, On September 26, 2025, SBBC issued a Request for Proposal identified as RFP25-164 – Tree Trimming Services (hereinafter "RFP"), and amended by Addendum No. 1 dated October 14, 2025, each of which are incorporated by reference herein, for the purpose of receiving proposals for Tree Trimming Services; and

**WHEREAS**, VENDOR was one of the twelve (12) total vendors submitting proposals in response to the RFP, and one of five (5) vendors recommended for award.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**.

2.1.1 The term of this Agreement commences on December 16, 2025 ("Effective Date") and concludes on December 15, 2028, unless terminated earlier pursuant to Article 3.5 and other articles as applicable under the terms of this Agreement. Upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties,

this Agreement may be extended for two (2) additional one (1) year periods. If needed and upon written agreement between both parties, the term of this Agreement may, be extended for one hundred eighty (180) calendar days beyond the expiration date of the term. If considering renewal or extension of the term, SBBC's Procurement & Logistic Operations Department will request a letter consenting to extension from the other party, prior to the end of the current term. Any extension period shall be approved by a written Amendment to this Agreement executed by both parties.

2.1.2 In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the commencement and conclusion dates of this Agreement to provide the original Agreement term as stated in the RFP. When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions and one hundred and eighty (180) calendar-day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

2.2 **Order of Precedence among Agreement Documents**. In the event of conflict between the Agreement documents, the following priority of shall govern:

| | |
|---|---|
| First: | This Agreement; then |
| Second | Addendum No. 1; then |
| Third: | RFP25-164 – Tree Trimming Services; then |
| Fourth: | Proposal submitted in response to the RFP by VENDOR. |

2.3 **VENDOR Responsibilities**. VENDOR shall provide the services described in Section 9 – Bid Specifications of the RFP

2.4 **Cost**. The total cost to SBBC for the commodities and services under this Agreement is as set forth in the *Cost of Services*, attached hereto and incorporated herein as **Attachment "A."**

2.5 **Payment**. VENDOR shall submit proper and appropriate invoices to the following address:

Physical Plant Operations
Attn: Brandon Pitman, Grounds Manager
3897 N.W. 10th Avenue
Oakland Park, Florida 33309

2.5.1 SBBC will make payment to VENDOR within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

2.6 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

2.6.1 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

2.6.2 Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

2.6.3 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

2.6.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.6.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.6.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for

termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.6.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.7 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

| | |
|---|---|
| To SBBC: | Superintendent of Schools<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301 |
| With a Copy to: | Director of Procurement & Logistic Operations<br>The School Board of Broward County, Florida<br>7720 West Oakland Park Boulevard, Suite 323<br>Sunrise, Florida 33351 |
| To VENDOR: | Christian Infante, Manager<br>7500 NW 74 Avenue<br>Medley, Florida 33166<br>*cinfante@sfmservices.com* |
| With a Copy to: | Keith Harned, GM – Landscape Division<br>7500 NW 74 Avenue<br>Medley, Florida 33166<br>kharned@sfmservices.com |

2.8 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause

and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.9 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.10 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.11 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct

contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.12 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.13 **Proprietary Information**.

2.13.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.13.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.14.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.14.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.15.1 General Liability. Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate

2.15.2 Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

2.15.3 Auto Liability. Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

> _____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

2.15.4 Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.15.5 Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link

to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

• New vendors will receive an email notification requesting account verification and insurance agent information.

• Existing vendors will receive an email notification of their current status.

2.15.6 Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

**c. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.**

2.15.7 Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled. The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this Agreement.

2.16 **Nondiscrimination**.

2.16.1 As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.16.2 As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this

Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Incorporation by Reference**. **Attachment "A"** attached hereto and referenced herein is incorporated into this Agreement by reference.

## ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC

employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or

to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement upon the date of the last signature below.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

Date: 12-16-2025

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

SFM LANDSCAPE SERVICES, LLC

By: _____

Print Name: Christian Infante

Title: Manager

Date: 11-19-25

_____
Corporate Secretary Signature

**-or-**

_____
Witness Signature
Print Name: Jose Infante

_____
Witness Signature
Print Name: Catherine Cabrador

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 19 day of November 2025 (*date*) by Christian Infante (*name of officer or agent, title of officer or agent*) of SFM Landscape Services, LLC. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced n/a (*type of identification*) as identification and who did first take an oath this 18 day of November, 2025.

My Commission Expires:

(SEAL)

NOTARY PUBLIC Expires 3/23/2027 Vanezza D Rivera My Commission HH 342140 STATE OF FLORIDA

_____
Signature – Notary Public

_____
Printed Name of Notary

_____
Notary's Commission No.

# ATTACHMENT A

# Cost of Services

**ZONE 3 - BID TO BE AWARDED BY ZONE**
**An individual price per unit of measure is needed for each category and all categories must be bid in order to be considered for award**

**LABOR RATE (FOR COMPLETE CAMPUS TREE TRIMMING, RELATED WORK)**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Labor Rate, Per Hour, Per Crew (Crew = 3 People + Truck, Wood Chipper, Lift, and Equipment) | 2,500 | Hourly | $350.00 | $332.50 |
| 2 | Labor Rate, Per Hour, Per Additional Crew Member | 100 | Hourly | $75.00 | $71.25 |
| 3 | Emergency labor rate | 100 | Hourly | $112.50 | $106.88 |
| 4 | Limited access areas | 100 | Hourly | $80.00 | $76.00 |

**COMPLETE SHADE TREE REMOVAL INCLUDING CANOPY, TRUNK, STUMP AND ALL SURFACE ROOTS (SPECIFICATIONS· GENERAL AND #1)**

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 5 | 0" - 5.99" Diameter Breast Height | 75 | Each | $215.00 | $204.25 |
| 6 | 6" - 17.99" Diameter Breast Height | 600 | Each | $375.00 | $356.25 |
| 7 | 18" - 29.99" Diameter Breast Height | 100 | Each | $875.00 | $831.25 |
| 8 | 30" – 41.99" Diameter Breast Height | 5 | Each | $1,550.00 | $1,472.50 |
| 9 | 42" - 53.99 Diameter Breast Height | 5 | Each | $1,850.00 | $1,757.50 |
| 10 | 54" - 65.99" Diameter Breast Height | 5 | Each | $2,250.00 | $2,137.50 |
| 11 | 66" and greater Diameter Breast Height | 5 | Each | $3,800.00 | $3,610.00 |

**STUMPS AND SURFACE ROOT GRINDING OR REMOVAL (SPECIFICATIONS· GENERAL AND #2)**

| | | | | | |
|---|---|---|---|---|---|
| 12 | 0" - 5.99" Trunk Diameter | 5 | Each | $75.00 | $71.25 |
| 13 | 6" - 17.99" Trunk Diameter | 5 | Each | $125.00 | $118.75 |
| 14 | 18" – 29.99" Trunk Diameter | 5 | Each | $275.00 | $261.25 |
| 15 | 30" – 41.99" Trunk Diameter | 5 | Each | $450.00 | $427.50 |
| 16 | 42" - 53.99 Trunk Diameter | 5 | Each | $625.00 | $593.75 |
| 17 | 54" - 65.99" Trunk Diameter | 5 | Each | $775.00 | $736.25 |
| 18 | 66" and greater Trunk Diameter | 5 | Each | $985.00 | $935.75 |
| 19 | Surface Roots Only | 100 | Square Feet | $10.00 | $9.50 |

**SHADE TREE TRIMMING PER ANSI A300 AS CURRENTLY AMENDED, AND BROWARD COUNTY TREE TRIMMER'S LICENSING ORDINANCE (SPECIFICATIONS- GENERAL AND# 3)**

| | | | | | |
|---|---|---|---|---|---|
| 20 | 0" - 5.99" Diameter Breast Height | 10 | Each | $45.00 | $42.75 |
| 21 | 6" - 17.99" Diameter Breast Height | 360 | Each | $75.00 | $71.25 |
| 22 | 18" - 29.99" Diameter Breast Height | 180 | Each | $150.00 | $142.50 |
| 23 | 30" – 41.99" Diameter Breast Height | 60 | Each | $225.00 | $213.75 |
| 24 | 42" - 53.99 Diameter Breast Height | 10 | Each | $325.00 | $308.75 |
| 25 | 54" - 65.99" Diameter Breast Height | 10 | Each | $425.00 | $403.75 |
| 26 | 66" and greater Diameter Breast Height | 10 | Each | $500.00 | $475.00 |

**PALM TREE TRIMMING PER ANSI A300 AS CURRENTLY AMENDED, AND BROWARD COUNTY TREE TRIMMER'S LICENSING ORDINANCE (SPECIFICATIONS- GENERAL AND# 3)**

| | | | | | |
|---|---|---|---|---|---|
| 27 | 0' to 9.99' Overall height | 60 | Each | $35.00 | $33.25 |
| 28 | 10' to 14.99' Overall Height | 300 | Each | $40.00 | $38.00 |
| 29 | 15' to 24.99' Overall Height | 300 | Each | $45.00 | $42.75 |
| 30 | 25' and up Overall Height | 200 | Each | $50.00 | $47.50 |

**COMPLETE PALM TREE REMOVAL INCLUDING CANOPY, TRUNK, STUMP AND ALL SURFACE ROOTS (SPECIFICATIONS· GENERAL AND #1)**

| | | | | | |
|---|---|---|---|---|---|
| 31 | 0' to 9.99' Overall height | 30 | Each | $175.00 | $166.25 |
| 32 | 10' to 14.99' Overall Height | 60 | Each | $295.00 | $280.25 |

| | | | | | |
|---|---|---|---|---|---|
| 33 | 15' to 24.99' Overall Height | 60 | Each | $450.00 | $427.50 |
| 34 | 25' and up Overall Height | 30 | Each | $750.00 | $712.50 |

**FENCE LINE CLEARING, CLASS I & CLASS II (SPECIFICATIONS- GENERAL AND #4)**

| | | | | | |
|---|---|---|---|---|---|
| 35 | Class I Fence Line Clearing | 1,000 | Linear Feet | $8.75 | $8.31 |
| 36 | Class II Fence Line Clearing | 1,000 | Linear Feet | $16.50 | $15.68 |

**PROVIDING AND PLANTING NEW OR REPLACMENT SHADE AND PALM TREES (SPECIFICATIONS GENERAL AND #5)**

| | | | | | |
|---|---|---|---|---|---|
| 37 | Category 1 Trees - Provide/Deliver/Install | 150 | Each | $750.00 | $712.50 |
| 38 | Category 2 Trees - Provide/Deliver/Install | 45 | Each | $550.00 | $522.50 |
| 39 | Category 3 Trees - Provide/Deliver/Install | 5 | Each | $450.00 | $427.50 |
| 40 | Category 4 Palms - Provide/Deliver/Install | 5 | Each | $650.00 | $617.50 |

**RELOCATING TREES (SPECIFICATIONS- GENERAL AND #6)**

| Item # | Description | Estimated Quantity | Unit of Measure | SFM Services, Inc - Price Per Unit of Measure | SFM Services, Inc - Negotiated Price per Unit |
|---|---|---|---|---|---|
| 41 | 0" - 9.99" Diameter Breast Height | 15 | Each | $205.00 | $194.75 |

**STANDING AND STAKING FALLEN TREES (Specifications - General and #7)**

| | | | | | |
|---|---|---|---|---|---|
| 42 | 0" - 5.99" Diameter Breast Height | 10 | Each | $145.00 | $137.75 |
| 43 | 6" - 9.99" Diameter Breast Height | 10 | Each | $195.00 | $185.25 |

**HAZARD TREE TRIMMING - DEAD WOOD, LIMB FAILURES, STORM DAMAGE (SEE SECTION 6, BID SPECIFICATIONS # 9)**

| | | | | | |
|---|---|---|---|---|---|
| 44 | Trees with hangers, dead wood, limb failures, storm damage - greater than 2" | 200 | Each tree | $225.00 | $213.75 |
| 45 | Trees with hangers, dead wood, limb failures, storm damage - less than 2" | 200 | Each tree | $150.00 | $142.50 |

**STUMPS EXTRACTION (SEE SECTION 6, SPECIFICATIONS #9)**

| | | | | | |
|---|---|---|---|---|---|
| 46 | 0" - 11.99" Diameter | 50 | Each | $225.00 | $213.75 |
| 47 | 12" - 23.99" diameter | 50 | Each | $450.00 | $427.50 |
| 48 | 24" – 35.99" Diameter | 50 | Each | $700.00 | $665.00 |
| 49 | 36" and greater Diameter | 50 | Each | $1,120.00 | $1,064.00 |

**VEGETATIVE DEBRIS HAULING (SEE SECTION 6, SPECIFICATIONS #9)**

| | | | | | |
|---|---|---|---|---|---|
| 50 | Bulk Loads | 300 | Cubic Yard | $21.00 | $19.95 |
| 51 | Bulk Loads (Reduced loads to be calculated at a 4 to 1 ratio) | 300 | Cubic Yard | $45.00 | $42.75 |

**RESOLUTION NO. 2026-____**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AGREEMENTS WITH DISTREEBUTORS, INC. AND SFM LANDSCAPE SERVICES, LLC FOR TREE TRIMMING SERVICES IN AN AMOUNT NOT TO EXCEED $25,000 FOR FISCAL YEAR 2025-26 AND BUDGETED FUNDS IN FUTURE FISCAL YEARS UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY RTQ NO. 02029 AND SCHOOL BOARD OF BROWARD COUNTY CONTRACT NO. RFP 25-164, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miami Springs (the "City") has been named as a "Tree City" and been awarded the "Tree City Growth Award" by the National Arbor Day Foundation on multiple occasions; and

**WHEREAS,** the City prides itself on, and desires to continue its efforts to enhance, its luscious tree canopy; and

**WHEREAS,** the City is in need of City-wide tree trimming services (the "Services"); and

**WHEREAS,** the Miami-Dade County has competitively awarded an agreement to Distreebutors, Inc. (the "Distreebutors") for the Services based on the proposal ("Proposal") attached hereto as Exhibit "A" submitted in response to RTQ No. 02029;and

**WHEREAS,** the School Board of Broward County has competitively awarded an agreement to SFM Landscape Services, LLC (the "SFM") for the Services pursuant to Request for Proposals No. 25-164 (the "Broward School Board Contract"); and

**WHEREAS,** Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

**WHEREAS,** in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council desires to authorize the City Manager to negotiate and execute an agreement with Distreebutors for the Services based on the Proposal attached hereto as Exhibit "A" in an amount not to exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

**WHEREAS,** the City Council desires to further authorize the City Manager to negotiate and execute an agreement with SFM for the Services in substantially the form attached hereto as Exhibit "B" in an amount not to exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years, consistent with the terms and conditions of the Broward School Board Contract; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the Agreement with Distreebutors and SFM for the Services pursuant to Section 31-11(E)(5) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to negotiate and execute an agreement with Distreebutors consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years, subject to the approval of the City Attorney as to form, content, and legal sufficiency. The City Council hereby further authorizes the City Manager to negotiate and execute an agreement with SFM in substantially the form attached hereto as Exhibit "B" in an amount not to exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** That the City Manager is authorized to execute any purchase order or required documentation for the Services described in this

Resolution and to take any action that is reasonably necessary to implement the purpose of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |
| Councilmember Orlando Lamas | _____ |

**PASSED AND ADOPTED** this _____ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**Solicitation No.** RTQ-02029
**Solicitation Title** Plant Material and Tree Services

**Prepared by:** _____ **Signature:** _____
**Verified by:** _____ **Signature:** _____

| | | | |
|---|---|---|---|
| Submittal | BIDDER → | DisTREEbutors, Inc. | |
| | TIN + Suffix/ Supplier #: | 651135295-01 | 0000012353 |
| | Registered Vendor (yes / no): | Yes | |
| | Company Operating Address: | 13850 SW 197th Ave., Miami, FL 33196 | |
| | Felony Conviction Disclosure Affirmed? | No | |
| | Local Preference Certification Affirmed? | Yes | |
| | Locally-Headquartered Business Certification Affirmed? | Yes | |
| | Local Certified Veteran Business Enterprise Certification Affirmed? | No | |
| | Small Business Enterprise Contractor Measures Affirmed / Tier? | Yes | 2 |
| | Did the Vendor initial the Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists or Boycott Israel List section? | No | |
| | Waiver of Confidentiality and Trade Secret Treatment of Bid Signed? | Yes | |
| | Bid Submittal Signed? | Yes | |
| | Subcontracting Form Completed? | Yes | |
| | Contractor Due Diligence Affidavit Completed? | Yes | |
| | Collusion Affidavit Completed? | Yes | |
| | Compliance Report Reviewed? / Any Violations Found? | Yes | No, NP hrs issue in 2011 |
| Groups | Group 1: Furnish Plant Material | Yes | |
| | Group 2: Furnish and Install Plant Material | Yes | |
| | Group 3: Tree Services (with Arborist) | Yes | |
| | Group 4: Tree Services (without Arborist) | Yes | |
| | Group 5: Disposal Services of Solid Waste | | |
| | Group 6: Disposal Services of Plant Debris | | |
| 2.4 (1) For all Groups | BIDDER → | DisTREEbutors, Inc. | |
| | Representative Name | Marcos Urra | |
| | Phone Number | 305 551 8208 | |
| | E-mail Address: | mc.urra@distreebutors.com; customerservice@distreebutors.com; | |

| | | |
|---|---|---|
| 2.4 (2) Additional Qualifications for Group 1 | Vendor(s) shall provide **three (3) reference letters** to demonstrate that the Vendor is regularly engaged in the business of providing plant materials described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing plant materials described in this solicitation. T he letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | Yes |
| 2.4 (3) Additional Qualifications for Group 1 | Vendor(s) shall indicate Plant Material categories that are available to be provided. | • Plant Category: Flowers, Annual<br>• Plant Category: Flowers, Perennial<br>• Plant Category: Shrubs<br>• Plant Category: Trees<br>• Plant Category: Palms / Palm-like<br>• Plant Category: Ground Cover<br>• Plant Category: Vines<br>• Plant Category: Sod |
| 2.4 (4) Additional Qualifications for Group 2 | Vendor(s) shall provide **three (3) reference letters** to demonstrate that the Vendor is regularly engaged in the business of providing plant materials and installation services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing plant materials and installation services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | Yes |
| 2.4 (5) Additional Qualifications for Group 2 | Vendor(s) shall indicate Plant Material categories that are available to be provided and installed. | • Plant Category: Flowers, Annual<br>• Plant Category: Flowers, Perennial<br>• Plant Category: Shrubs<br>• Plant Category: Trees<br>• Plant Category: Palms / Palm-like<br>• Plant Category: Ground Cover<br>• Plant Category: Vines<br>• Plant Category: Sod<br>• Plant Category: Seeds<br>• Plant Category: Cuttings<br>• Plant Category: Other |
| 2.4 (6) Additional Qualifications for Group 3 | Vendor(s) shall employ an **Arborist certified by the International Society of Arborists**. Vendor(s) shall provide a **copy of the certification**. | Yes |
| 2.4 (7) Additional Qualifications for Group 3 | Vendor(s) shall provide **three (3) reference letters** to demonstrate that the Vendor is regularly engaged in the business of providing tree services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing tree services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | Yes |
| 2.4 (8) Additional Qualifications for Group 4 | Vendor(s) shall provide **three (3) reference letters** to demonstrate that the Vendor is regularly engaged in the business of providing tree services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing tree services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | Yes |
| 2.4 (9) Additional Qualifications for Group 5 | Vendor(s) shall hold a current General Hauling Permit issued by Miami -Dade Department of Solid Waste Management (DSWM) and have decals for each vehicle that will be utilized to perform the services. Vendor(s) shall provide its **current General Hauling Permit Approval letter(s) and Decal(s)** issued by DSWM as proof of compliance. | N/A |
| 2.4 (10) Additional Qualifications for Group 5 | Vendor(s) shall provide **three (3) reference letters** to demonstrate that the Vendor is regularly engaged in the business of providing disposal services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing disposal services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | N/A |
| 2.4 (11) Additional Qualifications for Group 5 | Vendor(s) shall hold a current Landscaper Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) or General Hauling Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) and have decals for each vehicle that will be utilized to perform the services. Vendor(s) shall provide its **current Landscaper Permit Program Approval letter(s) and Permitted Landscaper Decal(s) issued by DSWM** or its **current General Hauling Permit Approval letter(s) and General Hauling Permit Decal(s) issued by DSWM** as proof of compliance. | N/A |
| 2.4 (12) Additional Qualifications for Group 6 | Vendor(s) shall provide **three (3) reference letters** to demonstrate that the Vendor is regularly engaged in the business of providing disposal services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing disposal services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | N/A |
| | **Recommended for Award** | **1,2,3,4** |

Marcos Urra, Forester UC

**ISA #SO-0784A – FNGLA #93450**

**DisTREEbutors, Inc.**

P.O. Box 227625

Miami FL 33222-7625

305 551 8208

mcsurra@distreebutors.com

**MIAMI-DADE SBE/MBE #15110**

Tin# 651135295
S# 0000012353

Contract: RTQ-02029 Plant Material & Tree Services PRE-QUAL. (replacing 1298)

Groups : 1 - 4

Requirements:

MIAMI-DADE COUNTY

## Submittal Form

| | |
|---|---|
| Solicitation No.: RTQ-02029 | Solicitation Title: PLANT MATERIAL & TREE SERVICES |
| Bidder's Legal Company Name (include d/b/a if applicable): DISTREEBUTORS INC | Bidder's Federal Tax Identification Number: 65-1135295 |
| If Corporation - Date Incorporated/Organized: SEPTEMBER 6, 2001 | State Incorporated/Organized: FLORIDA |
| Company Operating Address: 13850 SW 197TH AVENUE | City: MIAMI / State: FL / Zip Code: 33196 |
| Miami-Dade County Address (if applicable): P.O. BOX 227624 | City: MIAMI / State: FL / Zip Code: 33222 |
| Company Contact Person: MARCOS URRA | Email Address: MCSUWA@DISTREEBUTORS.COM |
| Phone Number (include area code): (305) 971-8208 | Company's Internet Web Address: DISTREEBUTORS.COM |

**Pursuant to Section 2-8.6 of the Code of Miami-Dade County (County), any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.**

☐ Place a check mark here **only** if the Bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☑ Place a check mark here **only** if affirming the Bidder meets the requirements for Local Preference. **Failure to affirm this certification at this time may render the Bidder ineligible for Local Preference.**

**IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.**

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.

☑ Place a check mark here **only** if affirming the Bidder meets the requirements for the Locally-Headquartered Preference (LHP). **Failure to affirm certification at this time may render the Bidder ineligible for the LHP.**

***The address of the Locally-Headquartered office is:***
13850 SW 197TH AVE MIAMI FL 33196

**IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.**

LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County; and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here **only** if affirming Bidder is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with the bid.**

**IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.**

**SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If applicable):**

A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact SBD at (305) 375-3111 or access http://www.miamidade.gov/smallbusiness/certification-programs.asp. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract may remain on the contract.

✓ Place a check mark here **only** if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise. #15110

**IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE**

**SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST:**

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List.

**OR**

In the event that the Bidder is unable to provide such certification, but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid through a duly authorized representative and shall **also initial** this space: _____. In this event, the Bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception could be applicable.

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.** ✓

**WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID:**

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws, as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public. ✓

**By submitting a bid pursuant to this solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this solicitation which the Bidder considers to be a trade secret, proprietary or confidential.** In the event that the bid contains a claim that all or a portion of the bid submitted contains confidential, proprietary or trade secret information, the Bidder, **by signing below**, knowingly and expressly **waives** all claims made that the bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason. ✓

**Acknowledgment of Waiver:**

| Bidder's Authorized Representative's Signature: | Date 2/7/22 |
|---|---|
| Representative's Name: MARCOS URRA | |
| Representative's Title: PSTD | |

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**

| Bidder's Authorized Representative's Signature: | Date 2/7/22 |
|---|---|
| Representative's Name: MARCOS URRA | |

Representative's Title:

PSTD

## SUBCONTRACTING FORM

Solicitation Number RTQ-02029

*Vendor Name DISTRIBUTORS INC *FEIN # 65-1135295

Complete "A" or "B":

A. ☑ No subcontractors or direct suppliers will be utilized pursuant to this solicitation.

B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

| Business Name and Address of First Tier Subcontractor/ Subconsultant | Name of Principal Owner | Scope of Work to be Performed by Subcontractor Subconsultant | Subcontractor/ Subconsultant License (if applicable) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

| Business Name and Address of First Tier Direct Supplier | Name of Principal Owner | Supplies, Materials, and/or Services to be Provided by Supplier |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

And:

| Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors: |
|---|
| |

(Duplicate this form if additional space is needed to provide the required information)

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at http://mdcbid.gobids.com.

Pursuant to Section 2-8.1(f) of the Code – Listing of subcontractors required on certain contracts, for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at http://mdcbid.gobids.com. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor shall not change or substitute first tier subcontractors or direct suppliers or the portions of the Contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

*I certify that the information contained in this form is to the best of my knowledge true and accurate.*

| *Signature of Vendor's Representative | *Print Name | *Print Title | *Date |
|---|---|---|---|
| | MARCOS URIA | PSTD | 2/3/22 |

## *Miami-Dade County*
## Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/ contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

**Written Declaration:** Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Contract No.: RTQ - 02029

Federal Employer Identification Number (FEIN): 65 - 1135295

Contract Title: PLANT MATERIAL AND TREE SERVICES

MARCOS URIA — Printed Name of Affiant

PSTD — Printed Title of Affiant

Signature of Affiant

DISTREEBUTORS INC — Name of Firm

5/11/2022 — Date

PO Box 227625 — Address of Firm

MIAMI — State

FLORIDA — Zip Code

33222-7625

Notary Public Information

Notary Public – State of FLORIDA County of MIAMI-DADE

Subscribed and sworn to (or affirmed) before me this 11 TH day of May, 2022 by

MARCOS URIA He or she is personally known to me or has produced identification

Signature of Notary Public — Serial Number





Print or Stamp of Notary Public — Expiration Date — Notary Public Seal

rev COVID-19 declared emergency

JAIME C. ORDONEZ
Notary Public - State of Florida
Commission # GG 100514
My Comm. Expires May 13, 2022
Bonded through National Notary Assn.

BID NO.: RTQ-02029 BID TITLE: Plant Material and Tree Services

## COLLUSION AFFIDAVIT

**(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)**

BEFORE ME, A NOTARY PUBLIC, personally appeared MARCOS URRA who being duly sworn states:
(insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

A Native Tree Service, Inc Mixd Greens, Inc.
Arazoza Brothers Corp.
Credon Inc.
Green Wise Group, LLC
Mixd Greens Inc.
Sherlock Tree Company
Superior Landscaping & Lawn Service, Inc.
Thomas Maintenance Service, Inc.
American Safety Utility Corp.
Able Business Services
Bannerman Landscaping, Inc.
Daysi Yniga Landscaping & Lawn Service
Ground Effects Inc.
SFM Services, Inc.
Sunset Sod Inc
The Bannerman Group Inc
VisualScape Inc.

*ote: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the ompetitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of dditional information to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or roposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a arent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in anothe r bidder or proposer for the same agreement. Bids or roposals found to be collusive shall be rejected.*

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Collusion Affidavit and that the facts stated in it are true.

By: _____ 5/11/22
Signature of Affiant — Date

MARCOS URRA PSTD — 65-1113512951
Printed Name of Affiant and Title — Federal Employer Identification Number

DISTREEBUTORS INC
Printed Name of Firm

P.O. BOX 227625 MIAMI FL 33222-7625
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this 11th day of May, 2022

He/She is personally known to me or has presented _____ as identification.
Type of identification

ote: COVID-19 declared emergency

Signature of Notary — Serial Number

Print or Stamp Name of Notary — Expiration Date

Notary Public – State of Florida

Notary Seal

JAIME C. ORDONEZ
Notary Public - State of Florida
Commission # GG 200524
My Comm. Expires May 13, 2022
Bonded through National Notary Assn.

## SECTION 4
## SUBMITTAL FORM

VENDOR: DISTREEBUTORS INC

**Vendors wishing to participate shall submit all of the specified information, documents and attachments listed in Paragraph 2.4 of this solicitation. Vendors must check off the Group you intend to qualify.**

| | | | |
|---|---|---|---|
| ☒ | Group 1: Furnish Plant Material | ☒ | Group 2: Furnish and Install Plant Material |
| ☒ | Group 3: Tree Services (with Arborist) | ☒ | Group 4: Tree Services (without Arborist) |
| ☐ | Group 5: Disposal Services of Solid Waste | ☐ | Group 6: Disposal Services of Plant Debris |

| QUALIFICATION CRITERIA<br>TO BE COMPLETED BY ALL VENDORS | | |
|---|---|---|
| Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements. | | |
| **Reference Section** | **Requirements** | **Copy Attached** |
| **All Groups** | | |
| 2.4 (1) | Vendor(s) shall assign a company representative(s) who is cognizant of industry standards and is authorized to discuss matters pertaining to goods and / or services described in the RTQ and subsequent ITQs/WOPRs in order to provide the County with support and information. Vendor(s) are required to provide their designated company representative(s) name, phone number, and e-mail address. | |
| Representative Name: | MARCOS URRA | |
| Representative Phone # : | (305) 551-8208 | |
| Representative Email Address: | CUSTOMERSERVICE@DISTREEBUTORS.COM | |
| **Group 1: Furnish Plant Material** | | |
| 2.4 (2) | Vendor(s) shall provide three (3) reference letters to demonstrate that the Vendor is regularly engaged in the business of providing plant materials described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing plant materials described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | ☒ |
| 2.4 (3) | Vendor(s) shall indicate Plant Material categories that are available to be provided. | |
| **Plant Category 2.4 (3): (Check Box)** | | |

| | |
|---|---|
| ☒ | Plant Category: Flowers, Annual |
| ☒ | Plant Category: Flowers, Perennial |
| ☒ | Plant Category: Shrubs |
| ☒ | Plant Category: Trees |
| ☒ | Plant Category: Palms / Palm-like |
| ☒ | Plant Category: Ground Cover |
| ☒ | Plant Category: Vines |
| ☒ | Plant Category: Sod |
| ☐ | Plant Category: Seeds |
| ☐ | Plant Category: Cuttings |
| ☐ | Plant Category: Other |

| | | |
|---|---|---|
| **Group 2: Furnish and Install Plant Material** | | |
| 2.4 (4) | Vendor(s) shall provide three (3) reference letters to demonstrate that the Vendor is regularly engaged in the business of providing plant materials and installation services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing plant materials and installation services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | |
| 2.4 (5) | Vendor(s) shall indicate Plant Material categories that are available to be provided and installed. | |
| **Plant Category 2.4 (5): (Check Box)** | | |
| ☒ | Plant Category: Flowers, Annual | |
| ☒ | Plant Category: Flowers, Perennial | |
| ☒ | Plant Category: Shrubs | |
| ☒ | Plant Category: Trees | |
| ☒ | Plant Category: Palms / Palm-like | |
| ☒ | Plant Category: Ground Cover | |
| ☒ | Plant Category: Vines | |
| ☒ | Plant Category: Sod | |
| ☒ | Plant Category: Seeds | |
| ☒ | Plant Category: Cuttings | |
| ☒ | Plant Category: Other | |
| **Group 3: Tree Services (with Arborist)** | | |
| 2.4 (6) | Vendor(s) shall employ an Arborist certified by the International Society of Arborists. Vendor(s) shall provide a copy of the certification. | ☒ |
| 2.4 (7) | Vendor(s) shall provide three (3) reference letters to demonstrate that the Vendor is regularly engaged in the business of providing tree services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing tree services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | ☒ |
| **Group 4: Tree Services (without Arborist)** | | |

| | | |
|---|---|---|
| 2.4 (8) | Vendor(s) shall provide three (3) reference letters to demonstrate that the Vendor is regularly engaged in the business of providing tree services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing tree services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | ☒ |
| **Group 5: Disposal Services of Solid Waste** | | |
| 2.4 (9) | Vendor(s) shall hold a current General Hauling Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) and have decals for each vehicle that will be utilized to perform the services. Vendor(s) shall provide its current General Hauling Permit Approval letter(s) and Decal(s) issued by DSWM as proof of compliance. | ☐ |
| 2.4 (10) | Vendor(s) shall provide three (3) reference letters to demonstrate that the Vendor is regularly engaged in the business of providing disposal services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing disposal services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | ☐ |
| **Group 6: Disposal Services of Plant Debris** | | |
| 2.4 (11) | Vendor(s) shall hold a current Landscaper Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) or General Hauling Permit issued by Miami-Dade Department of Solid Waste Management (DSWM) and have decals for each vehicle that will be utilized to perform the services. Vendor(s) shall provide its current Landscaper Permit Program Approval letter(s) and Permitted Landscaper Decal(s) issued by DSWM or its current General Hauling Permit Approval letter(s) and General Hauling Permit Decal(s) issued by DSWM as proof of compliance. | ☐ |
| 2.4 (12) | Vendor(s) shall provide three (3) reference letters to demonstrate that the Vendor is regularly engaged in the business of providing disposal services described in this solicitation. The reference letter shall be on the reference provider's company letterhead, signed, and dated. The County shall be able to ascertain from these references to its satisfaction that the Vendor has sufficient experience and expertise providing disposal services described in this solicitation. The letters shall contain at minimum the reference provider's name, phone number, email address, and job/work specifications performed. | ☐ |

# The International Society of Arboriculture

Hereby Announces That

*Marcos Urra*

Has Earned the Credential

## ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

| 5 January 1998 | 31 December 2021 | SO-0784A |
|---|---|---|
| Issue Date | Expiration Date | Certification Number |

ANAB
ACCREDITED
PERSONNEL CERTIFICATION
#0847
ISA Certified Arborist

Sun 6/19/2022 3:00 AM

No Reply <noreply@isa-arbor.com>

**Thank You for Renewing Your ISA Credential**

To customerservice@distreebutors.com

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

The International Society of Arboriculture (ISA) would like to notify you that you have completed the recertification process for the ISA credential included above and your records have been updated accordingly in our system. ISA recognizes your commitment to professional development and continuing education. As an ISA credential holder, your dedication to professionalism and your community helps ISA advance its mission to promote the professional practice of arboriculture and foster a greater worldwide awareness of the benefits of trees.

## MANAGE YOUR CEUs, MAINTAIN YOUR CREDENTIAL

To continue monitoring your credential(s), please log into your dashboard periodically and visit isa-arbor.com/Credentials/Maintaining-Credentials for the most current information on how to maintain your credential for the next three years.

Manage your ISA Certification with the following information:

Certification ID: SO-0784A
Certification Expiration Date: 31 December 2024
Login Username: customerservice@distreebutors.com

## IMPORTANT INFORMATION

In the next 10-14 business days you should be able to retrieve and verify your updated ISA digital certificate and badge with Accredible. Using your Accredible login and/or the Login Username (email) displayed above, you can retrieve your digital badge portal to print a certificate and/or share it digitally with others.

REFs Letters:

| | Letter | VPC |
|---|---|---|
| Group 1: | 3 | 3 |
| Group 2: | 3 | 3 |
| Group 3: | 3 | 3 |
| Group 4: | 3 | 3 |

Vendors wishing to participate shall submit all of the specified information, documents and attachments listed in Paragraph 2.4 of this solicitation. Vendors must check off the Group you intend to qualify.

| | | | |
|---|---|---|---|
| ☒ | Group 1: Furnish Plant Material | ☒ | Group 2: Furnish and Install Plant Material |
| ☒ | Group 3: Tree Services (with Arborist) | ☒ | Group 4: Tree Services (without Arborist) |
| ☐ | Group 5: Disposal Services of Solid Waste | ☐ | Group 6: Disposal Services of Plant Debris |
| QUALIFICATION CRITERIA | | | |

Southeastern
ENGINEERING CONTRACTORS, INC.

TO WHOM IT MAY CONCERN:

WE ARE GLAD TO PROVIDE THIS RECOMMENDATION LETTER INDICATING DISTREEBUTORS INC HAS REGULARLY PROVIDED TO THE OUR COMPANY ITS EXPERIENCE AND EXPERTISE ON:

1) SERVICES OF FURNISHING AND DELIVERY PLANT MATERIAL.
2) FURNISH, DELIVERY AND INSTALLATION OF PLANT MATERIAL.
3) TREE SERVICES INCLUDING AMONG OTHERS, TREE PRUNING, TREE REMOVAL & DISPOSAL, STUMP GRINDING, ROOT PRUNING, ROOT BARRIER INSTALLATION, ETC.
4) ISA CERTIFIED ARBORIST SERVICES AND,
5) THE MOST TRAINED AND DEPENDABLE PERSONNEL.

THEY HAVE ALWAYS PERFORMED ***"AS EXPECTED" OR EVEN "BEYOND EXPECTATIONS"***

JOB/WORK SPECIFICATIONS PERFORMED ***"TREE PLANTING, PARKS, FACILITIES,LANDSCAPING, ROAD LANSCAPING & TREE PRUNING". ETC***

**NAME:** Eduardo Dominguez

**PHONE NUMBER:** 305-557-4226

**E-MAIL ADDRESS:** eddie@southeasterneng.com

MIAMI-DADE COUNTY

## MIAMI-DADE COUNTY PERFORMANCE CHECK

MIAMI-DADE COUNTY

**Date:** 7/15/2022

**Contract #:** RTQ-02029
**BID or Contract Title:** Plant Material & Tree Services
**Procurement Personnel:** Orlando Martinez Jr.
**Email:** Orlando.Martinez@miamidade.gov **Phone #:** (305) 375 - 3805

**Vendor Name:** DisTREEbutors, Inc.
**Address:** P.O. Box 227625, Miami FL 33222-7625
**Phone #:** 305 551 8208
**Contact Person:** Marcos Urra, Forester UC
**Email Address:** mcsurra@distreebutors.com

**Reference Name:** Southeastern Engineering Contractors, Inc.
**Address:** 911 NW 209th Ave. Suite 101, Pembroke Pines, FL. 33029
**Phone #:** 305-557-4226
**Contact Person:** Jose C Perello
**Email Address:** jc@southeasterneng.com
**Number of Employees:** 25
Type of firm (corporation, government sector, public entity, etc?): Corporation

| | | | |
|---|---|---|---|
| 1 | During which year(s) were you a customer of Vendor? (e.g. 2000 to 2018) | | |
| **Response:** | 2010 to 2022 | | |
| 2 | **Group 1:** Did you purchase **Furnish Plant Material**? (Yes or No) | **Response:** | Yes |
| | **Group 2:** Did you purchase **Furnish and Install Plant Material**? (Yes or No) | **Response:** | Yes |
| | **Group 3:** Did you purchase **Tree Services with Arborist**? (Yes or No) | **Response:** | Yes |
| | **Group 4:** Did you purchase **Tree Services without Arborist**? (Yes or No) | **Response:** | Yes |
| | **Group 5:** Did you purchase **Disposal Services of Solid Waste**? (Yes or No) | **Response:** | No |
| | **Group 6:** Did you purchase **Disposal Services of Plant Debris**? (Yes or No) | **Response:** | Yes |
| 3 | What do you feel is the most positive aspect of Vendor? | | |
| | **Response:** Responsibility | | |
| 4 | Based on the services provided by the Vendor, do you feel there is any area that needs improvement? | | |
| | **Response:** None | | |
| 5 | How accessible are Vendor personnel/staff who direct, supervise and/or perform work? | | |
| | **Response:** Very accessible | | |
| 6 | When problems occur, does the Vendor respond in a timely manner? Explain? | | |
| | **Response:** yes, always answers calls or emails and solves problems quick | | |
| 7 | Do you receive value for the price you pay when contracting with Vendor? Why? | | |
| | **Response:** Yes, prices are good and value is received well | | |
| 8 | Would you use Vendor again? Why? | | |
| | **Response:** Yes, Vendor is very responsible and works excellent | | |
| 9 | How would you rate Vendor customer service? (Rate 1 as the worse to 10 as best) Why? | | |
| | **Response:** 10 Resolves problems in a quick matter | | |
| 10 | What recommendation rating would you give Vendor? (Rate 1 as the worse to 10 as best) Why? | | |
| | **Response:** 10 Because of it's excellent work performance | | |

**Additional Comments:**

**Name:** Jose C Perello **Signature:** [signature] **Date:** 7/15/2022

Jose Carlos Perello <jc@southeasterneng.com>
RE: Contract RTQ-02029, Plant Material & Tree Services - Vendor Perfor
DisTREEbutors, Inc.

To: Martinez, Orlando (ISD)
Cc: Eddie Dominguez

Message MDC Performance Check.pdf (65 KB)

EMAIL RECEIVED FROM EXTERNAL SOURCE
Good morning Orlando,

Attached please find the reference performance check for DisTREEbutors, Inc.

Thank you and have a great weekend!.

*Jose Carlos Perello*

Southeastern ENGINEERING CONTRACTORS, INC.

*911 NW 209th Ave Suite 101, Pembroke Pines, FL 33029*
*Main Office: (305) 557-4226*
*Email: jc@southeasterneng.com*

From: Martinez, Orlando (ISD) <Orlando.Martinez@miamidade.gov>

Public Works Department
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

City of MIAMI SPRINGS Florida

Phone: 305-805-5170
Fax: 305-805-5176

TO WHOM IT MAY CONCERN:

WE ARE GLAD TO PROVIDE THIS RECOMMENDATION LETTER INDICATING DISTREEBUTORS INC HAS REGULARLY PROVIDED TO THE CITY ITS EXPERIENCE AND EXPERTISE ON:

1) SERVICES OF FURNISHING AND DELIVERY PLANT MATERIAL.
2) FURNISH, DELIVERY AND INSTALLATION OF PLANT MATERIAL.
3) TREE SERVICES INCLUDING AMONG OTHERS, TREE PRUNING, TREE REMOVAL & DISPOSAL, STUMP GRINDING, ROOT PRUNING, ROOT BARRIER INSTALLATION, ETC.
4) ISA CERTIFIED ARBORIST SERVICES AND,
5) THE MOST TRAINED AND DEPENDABLE PERSONNEL.

ANNUAL STREET TREE PLANTING, VARIOUS TREE RELATED REQUESTS ARE ALL DONE IN A TIMELY MANNER AND AS EXPECTED.

Lazaro M. Garaboa

Public Works Director

305-805-5170

Garaboal@miamisprings-fl.gov

## MIAMI-DADE COUNTY PERFORMANCE CHECK

Date:

**Contract #:** RTQ-02029
**BID or Contract Title:** Plant Material & Tree Services
**Procurement Personnel:** Orlando Martinez Jr.
**Email:** Orlando.Martinez@miamidade.gov **Phone #:** (305) 375 - 3805

**Vendor Name:** DisTREEbutors, Inc.
**Address:** P.O. Box 227625, Miami FL 33222-7625
**Phone #:** 305 551 8206
**Contact Person:** Marcos Urra, Forester UC
**Email Address:** mcaurra@distreebutors.com

**Reference Name:** City of Miami Springs
**Address:** 345 N Royal Poinciana Blvd
**Phone #:** 305 805-5170
**Contact Person:** Lazaro Garaboa
**Email Address:** garaboal@miamisprings-fl.gov
**Number of Employees:** 35
Type of firm (corporation, government sector, public entity, etc?): municipality

| | | | |
|---|---|---|---|
| 1 | During which year(s) were you a customer of Vendor? (e.g. 2000 to 2018) | | |
| Response: | 2012-Present | | |
| 2 | Group 1: Did you purchase **Furnish Plant Material**? (Yes or No) | Response: | Yes |
| | Group 2: Did you purchase **Furnish and Install Plant Material**? (Yes or No) | Response: | Yes |
| | Group 3: Did you purchase **Tree Services with Arborist**? (Yes or No) | Response: | Yes |
| | Group 4: Did you purchase **Tree Services without Arborist**? (Yes or No) | Response: | Yes |
| | Group 5: Did you purchase **Disposal Services of Solid Waste**? (Yes or No) | Response: | |
| | Group 6: Did you purchase **Disposal Services of Plant Debris**? (Yes or No) | Response: | |
| 3 | What do you feel is the most positive aspect of Vendor? | | |
| Response: | Easy to work with and very responsive. | | |
| 4 | Based on the services provided by the Vendor, do you feel there is any area that needs improvement? | | |
| Response: | Not at this time. | | |
| 5 | How accessible are Vendor personnel/staff who direct, supervise and/or perform work? | | |
| Response: | Very accessible through email, text or phone call. | | |
| 6 | When problems occur, does the Vendor respond in a timely manner? Explain? | | |
| Response: | Yes. When we have requested a change order due to a resident request. Alternative are provided and an action plan is created and executed. | | |
| 7 | Do you receive value for the price you pay when contracting with Vendor? Why? | | |
| Response: | Yes. The quality of the plants/trees furnished and installed have increase the canopy of our City in a positive manner. | | |
| 8 | Would you use Vendor again? Why? | | |
| Response: | Yes. We continue to use Distreebutors because of the quality of product and responsiveness. | | |
| 9 | How would you rate Vendor customer service? (Rate 1 as the worse to 10 as best) Why? | | |
| Response: | 10. At any point during a project we are able to contact the vendor for a status or change order without hesitation. | | |
| 10 | What recommendation rating would you give Vendor? (Rate 1 as the worse to 10 as best) Why? | | |
| Response: | 10 . As mentioned before, we use Distreebutors for our annual tree planting and trimming. They have assisted the City in earning Tree City USA year over year. | | |

**Additional Comments:**

Name: Lazaro Garaboa Signature: Date: 6/30/22

---

Lizette Fuentes <FuentesL@miamisprings-fl.gov> on behalf of Lazaro M. Garaboa
RE: Contract RTQ-02029, Plant Material & Tree Services - Vendor Performance Check - DisTREEbutors, Inc.

To: Martinez, Orlando (DSS)
Cc: Lazaro M. Garaboa

Message Page2002.pdf (392 KB) Page3001.pdf (59 KB)

EMAIL RECEIVED FROM EXTERNAL SOURCE

Mr. Martinez,

Please find attached form and letter. Should you need any else from us please feel free to reach out.

On behalf of Lazaro Garaboa


**Lizette A. Fuentes**
**Administrative Assistant III**
**Public Services Department**
**City of Miami Springs**
**345 N. Royal Poinciana Blvd**
**Miami Spring, FL 33166**
**(O) 305-805-5170 Ext:4227**
**(F) 305-805-5195**
**(E) fuentesl@miamisprings-fl.gov**


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Follow us on Twitter https://twitter.com/MiamiSpringsFL
Visit us at www.miamisprings-fl.gov
Subscribe to our e-Newsletter

# City of Miami

Parks and Recreation Department
Simpson Park Hammock
55 SW 17th Rd Miami FL, 33129
Ph. (305) 859-2867

TO WHOM IT MAY CONCERN:

WE ARE GLAD TO PROVIDE THIS RECOMMENDATION LETTER INDICATING DISTREEBUTORS INC HAS PROVIDED TO THE CITY ITS EXPERIENCE AND EXPERTISE AS EXPECTED ON:

1) SERVICES OF FURNISHING AND DELIVERY PLANT MATERIAL.
2) FURNISH, DELIVERY AND INSTALLATION OF PLANT MATERIAL.
3) TREE SERVICES INCLUDING AMONG OTHERS, TREE PRUNING, TREE REMOVAL & DISPOSAL, STUMP GRINDING, ROOT PRUNING, ROOT BARRIER INSTALLATION, ETC.
4) ISA CERTIFIED ARBORIST SERVICES AND,
5) THE MOST TRAINED AND DEPENDABLE PERSONNEL.

JOB/WORK SPECIFICATIONS PERFORMED: City of Miami Regatta Park *Cassia Bakeriana* Tree installation, and warranty.

**Gloria Alejandra Antia, MBA**
**Park Naturalist**
ISA Certified Arborist, Natural Areas Division
444 SW 2nd Ave 8th Floor | Miami, FL 33130
Phone: (305) 5333578 | Email: GAntia@miamigov.com

MIAMI-DADE COUNTY

## MIAMI-DADE COUNTY PERFORMANCE CHECK

MIAMI-DADE COUNTY

Date:

**Contract #:** RTQ-02029
**BID or Contract Title:** Plant Material & Tree Services
**Procurement Personnel:** Orlando Martinez Jr.
**Email:** Orlando.Martinez@miamidade.gov **Phone #:** (305) 375 - 3805

**Vendor Name:** DisTREEbutors, Inc.
**Address:** P.O. Box 227625, Miami FL 33222-7625
**Phone #:** 305 551 8208
**Contact Person:** Marcos Urra, Forester UC
**Email Address:** mcsurra@distreebutors.com

**Reference Name:** Gloria A. Antia
**Address:** 55 S.W 17th Ave Miami, Fl 33130
**Phone #:** 305-5333578
**Contact Person:**
**Email Address:** gantia@miamigov.com
**Number of Employees:**
Type of firm (corporation, government sector, public entity, etc?):
Government

| | | | |
|---|---|---|---|
| 1 | During which year(s) were you a customer of Vendor? (e.g. 2000 to 2018) | | |
| Response: | Sep-21 (2021) | | |
| 2 | **Group 1:** Did you purchase **Furnish Plant Material**? (Yes or No) | **Response:** | Yes |
| | **Group 2:** Did you purchase **Furnish and Install Plant Material**? (Yes or No) | **Response:** | Yes |
| | **Group 3:** Did you purchase **Tree Services with Arborist**? (Yes or No) | **Response:** | Yes |
| | **Group 4:** Did you purchase **Tree Services without Arborist**? (Yes or No) | **Response:** | No |
| | **Group 5**: Did you purchase **Disposal Services of Solid Waste**? (Yes or No) | **Response:** | No |
| | **Group 6:** Did you purchase **Disposal Services of Plant Debris**? (Yes or No) | **Response:** | No |
| 3 | What do you feel is the most positive aspect of Vendor? | | |
| Response: | Professional, responsible, well qualified for job. | | |
| 4 | Based on the services provided by the Vendor, do you feel there is any area that needs improvement? | | |
| Response: | No | | |
| 5 | How accessible are Vendor personnel/staff who direct, supervise and/or perform work? | | |
| Response: | Vendor responded to any questions effectively and was accessible at all times. | | |
| 6 | When problems occur, does the Vendor respond in a timely manner? Explain? | | |
| Response: | Yes, vendor was able to resolve any issues within an effective amount of time. | | |
| 7 | Do you receive value for the price you pay when contracting with Vendor? Why? | | |
| Response: | yes, trees purchase and qualiy of work reflected the price paid for the work | | |
| 8 | Would you use Vendor again? Why? | | |
| Response: | Yes, vendor's professionalism, experience and quality of work was to my satisfaction. | | |
| 9 | How would you rate Vendor customer service? (Rate 1 as the worse to 10 as best) Why? | | |
| Response: | 9, I have no complains about the result of the job completed. Vendor was flexible to demands and responded professionally | | |
| 10 | What recommendation rating would you give Vendor? (Rate 1 as the worse to 10 as best) Why? | | |
| Response: | 9, Highly recommend the DisTREEbutors based on their quality of work and results of job completed, professionalist and experience as well as flexibility and attention to details . | | |

**Additional Comments:**

**Name:** Gloria A. Antia **Signature:** [signature] **Date:** 07/15/22

Antia, Gloria <GAntia@miamigov.com>
RE: Contract RTQ-02029, Plant Material & Tree Services - Vendor Performance
DisTREEbutors, Inc.

Message Recommendation.pdf (1 MB)

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good morning Orlando,
Please see recommendation attached. Please let me know if you need anything else.
Thank you,


**Gloria Alejandra Antia**
**Park Naturalist Senior,**
**ISA Certified Arborist, TRAQ**
**City of Miami, Parks & Recreation Department Natural Areas Division**
55 SW 17th Road, Miami, FL 33129
Phone: (305) 533-3578
Email: gantia@miamigov.com
Website: www.miamigov.com/parks


*To nominate a Parks Employee for Employee of the Month, please click here!*

Follow us social media:

CAPRA Accredited by the National Recreation and Park Association

## Pre-Award Supplier/Vendor Compliance Checklist

| | |
|---|---|
| Supplier/Vendor Name: | DisTREEbutors, Inc. |
| Fictitious Name: | N/A |
| FEIN: | 651135295 |
| Contract/Bid/Pool No.: | RTQ-02029 Plant Material & Tree Services PRE-QUAL. (replacing 1298) |

**Is Supplier/Vendor Registration Application Current?**

| ***NOTE:*** *If vendor is a* ***Bidder****, reach out to VOSS to assist with vendor conversion to* ***Supplier****.* | **Suppliers** |
|---|---|
| | **Navigation:** Finance/Supply Chain (FSCM > Supplier Administration > Maintain Supplier > Maintain Supplier |
| Confirm Supplier/Vendor Registration Status | SUPPLIER SUMMARY:<br>-**STATUS**<br>-**OPEN FOR ORDERING**<br>Yes ☑ No ☐ |
| Confirm Supplier/Vendor DBA Status *(if applicable)* | Address Tab:<br>-**Payment/Withholding Alt Names**<br>-**Payment Alternate Name (expand)**<br>Yes ☑ No ☐ |
| Confirm Supplier/Vendor Mail Code Status | Address/Contact Tabs:<br>Yes ☑ No ☐ |

**Does Supplier/Vendor Appear on the Following:**

| | |
|---|---|
| SBD Certified Firms | Identifying Information Tab: *(Interface from B2G)*<br>-**Additional Reporting Elements (expand)**<br>Yes ☑ No ☐<br>Comments: Tier 2 |
| Debarred Contractors | Identifying Information Tab:<br>-**Government Classification**<br>-**Government Sources**<br>-**Certification Source (DEBARRED)**<br>Yes ☐ No ☑<br>Comments: |
| Non Performance History | Identifying Information Tab:<br>-**Government Classification**<br>-**Government Sources**<br>-**Certification Source (TBD)**<br>Yes ☑ No ☐<br>Comments: Ins issue in 2011 |
| Delinquent Contractor Report *(not a link)* | **Navigation:** Menu (Top Right Corner)>Navigator>Finance/Supply Chain (FSCM)>Miami-Dade County>Account Receivable> Extensions>Delinquent Contractor RegFinal *(do not use tiles)*<br>Yes No ☑<br>Comments: |
| Completed Affidavits | Affidavits Tab:<br>Yes ☑ No ☐<br>Comments: |

**NOTE: Print Screen of all Affidavits (1-13) and include as part of Compliance Package.**

| | |
|---|---|
| Local Business and Property Taxes | Identifying Information Tab:<br>-**Government Classification**<br>-**Government Sources**<br>**Certification Source (LBT)**<br>**NOTE:** *Partial information, INFORMS doesn't provide status (arrears) nor Property Taxes*<br>Yes ☑ No ☐<br>**Comments: Business-Yes - Property-No** |

**NOTE:** Pursuant to Section 2-8.1(c), any property or business taxes due to the County must be paid, as a condition of contract award/pool inclusion. Print Screen of taxes due and inform Supplier/Vendor. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsibilty. Suppliers/Vendors affirming Local or Locally Headquartered Preference must have LBT or provide exemption.

| | |
|---|---|
| State of Florida Corporations (Sun Biz) | Yes ☑ No ☐<br>Comments: |
| Compliance Report and/or Workforce Violations (SBD) | Yes ☐ No ☑<br>Comments: |
| Florida Convicted Vendor List | Yes ☐ No ☑<br>Comments: |
| Suspended Contractors | Yes ☐ No ☑<br>Comments: |
| Florida Suspended Contractors | Yes ☐ No ☑<br>Comments: |
| Scrutinized Companies - 287.135, FS | Yes ☐ No ☑<br>Comments: |
| Scrutinized Companies that Boycott Israel - 215.4725, FS | Yes ☐ No ☑<br>Comments: |
| System for Award Management (SAM) | Yes ☐ No ☑<br>Comments: I |
| Google Search | Yes ☐ No ☑<br>Comments: |

**NOTE: Only Suppliers/Vendors being considered for award or establishment of Pool requiring BCC approval.** Search parent

| | |
|---|---|
| Department of Justice | Yes ☐ No ☑<br>Comments: |
| Local Certified Veteran Business Enterprise | Yes ☐ No ☑<br>Comments: |
| Find E-Verify Participant Employers | Yes ☑ No ☐<br>Comments: |
| OSHA Enforcement Inspections | Yes ☐ No ☑<br>Comments: |

**NOTE: Applicable to Construction Contracts, Master Developer and Design-Build Agreements.**

| | |
|---|---|
| **Prepared By:** *(insert PCA name)* Lizette Perez<br>**Review By:** *(insert PCO name)* *Orlando Martinez*<br>Procurement Contracting Officer | **Date:** 6/24/22 |
| Review of Litigation by CPO Administrative Team PACER, Westlaw, and Lawsuits<br>Alleging Discrimination *(as applicable)* | Yes ☐ No ☐<br>Comments: |

rev. 08032020

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| **Is Supplier/Vendor Registration Application Current?** | |
|---|---|
| ***NOTE:****If vendor is a* ***Bidder****, reach out to VOSS to assist with vendor conversion to* ***Supplier****.* | **Suppliers** |
| | **Navigation**: Finance/Supply Chain (FSCM > Supplier Administration > Maintain Supplier > Maintain Supplier |
| Confirm Supplier/Vendor Registration Status | SUPPLIER SUMMARY:<br>-**STATUS**<br>**-OPEN FOR ORDERING** |

SetID MDC

Supplier ID 0000012353 Short Supplier Name DISTREEBUT-001 Supplier DISTREEBUTORS INC

**THE MIAMI-DADE COUNTY (MDC) CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE 2-11.1** requires all Miami-Dade County employees, board members and elected officials to seek a conflict of interest opinion prior to submittal of a bid, response or application of any type to contract with Miami-Dade County by the person or any member of his or her immediate family. Immediate family is defined as spouse, domestic partner, parents, stepparents, children and stepchildren. Pursuant to the ordinance, Miami-Dade County may not award a contract to any covered person who has not received a written ethics opinion or a waiver from the Board of County Commissioners.

If you answer yes to questions A or B below, you are required to obtain a Conflict of Interest Opinion from the Miami-Dade County Commission on Ethics and Public Trust (COE) concerning the relationship of the County employee, board member and/or elected official, to the officers or principals of your firm. An opinion from the COE is required prior to the receipt or approval of the vendor application by the Miami-Dade County, Internal Services Department, Strategic Procurement Division. Submit request for a written Conflict of Interest Opinion to: Miami-Dade County Commission on Ethics and Public Trust, 19 West Flagler Street, Suite #820, Miami, Florida, 33130 or fax to (305) 579-0273. Please contact the COE at 1-800-829-4933 for further information. **It is the responsibility of the vendor to upload the written Conflict of Interest Opinion from the COE along with all other required information for processing.**

A. ARE ANY OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY ELECTED OFFICIAL, BOARD MEMBER OR MIAMI-DADE COUNTY EMPLOYEE(S)?

○ Yes ◉ No

B. ARE ANY IMMEDIATE FAMILY MEMBERS OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY ELECTED OFFICIAL, BOARD MEMBER OR MIAMI-DADE COUNTY EMPLOYEE?
Immediate family is defined as spouse, domestic partner, parents, stepparents, children, and stepchildren.

○ Yes ◉ No

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| | |
|---|---|
| Confirm Supplier/Vendor Mail Code Status | Address/Contact Tabs: |
| Confirm Supplier/Vendor Mail Code Status | Address/Contact Tabs: |

| | | | |
|---|---|---|---|
| Supplier ID | 0000012353 | | |
| Supplier Short Name | DISTREEBUT DISTREEBUT-001 | | |
| Supplier Name | DISTREEBUTORS INC | | |
| Order | DISTREEBUT-001<br>PO BOX 227625<br>MIAMI, FL 33222-7625 | | |
| Remit To | DISTREEBUT-001<br>PO BOX 227625<br>MIAMI, FL 33222-7625 | | |
| Status | Approved | Last Modified By | MD_CONVERSION |
| Persistence | Regular | Last modified date | 02/23/2021 1:10PM |
| Classification | Outside Party | Created By | MDER |
| HCM Class | | Created Date/time | 08/20/2007 12:00AM |
| Open for Ordering | Yes | Last Activity Date | 06/21/2022 |
| Withholding | Yes | | |
| VAT | No | | |

| | |
|---|---|
| Effective Date | 01/01/1901 |
| Effective Status | Active |
| Type | |
| Name | MARCOS URRA |
| Title | |
| Address | 1 01 PURCHASE ORDER ADDRESS<br>PO BOX 227625<br>MIAMI, FL 33222-7625 |
| Internet | http:// View Internet Address |
| Email ID | CUSTOMERSERVICE@DISTREEBUTORS.COM |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**Effective Date** 01/01/1901 **Effective Status** Active

**Country** USA United States
**Address 1** PO BOX 227625
**Address 2**
**Address 3:**
**City** MIAMI
**County** **Postal** 33222-7625
**State** FL Florida
**Email ID** CUSTOMERSERVICE@DISTREEBUTORS.COM

**Payment/Withholding Alt Names**

**Payment Alternate name**

**Name 1**
**Name 2**

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| Does Supplier/Vendor Appear on the Following: | |
|---|---|
| SBD Certified Firms | Identifying Information Tab: *(Interface from B2G)*<br>-**Additional Reporting Elements (expand)** |

**Search Parameters** Edit Parameters | Clear Parameters

| | |
|---|---|
| CERTIFICATIONS | **Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)**<br>**Disadvantaged Business Enterprise (DBE)**<br>**Local Developing Business (LDB)**<br>**Small Business Enterprise - Architectural & Engineering (SBE-A&E)**<br>**Small Business Enterprise - Construction (SBE-Con)**<br>**Small Business Enterprise - Goods & Services (SBE-G&S)** |
| BUSINESS NAME/DBA | **DISTREEBUTORS, INC.** |

Download Search Results

**Search Results**

**1** firm with **1** certification found

Click the certification type for contact information and certification details

| Vendor | Location | Certification |
|---|---|---|
| DISTREEBUTORS, INC. | Miami, FL | SBE-G&S |

**Business & Contact Information**

| | |
|---|---|
| BUSINESS NAME | **DISTREEBUTORS, INC.** |
| OWNER | **Marcos Urra** |
| ADDRESS | **13850 SW 197th Avenue**<br>**Miami, FL 33196 [map]** |
| PHONE | **305-551-8208** |
| FAX | **305-551-8099** |
| EMAIL | **customerservice@distreebutors.com** |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

## Certification Information

| | |
|---|---|
| CERTIFYING AGENCY | **Miami-Dade County** |
| CERTIFICATION TYPE | **SBE-G&S - Small Business Enterprise - Goods & Services** |
| CERTIFIED BUSINESS DESCRIPTION | **Landscaping Services** |

## Commodity Codes

| Code | Description |
|---|---|
| NIGP 96888 | Tree and Shrub Removal Services |
| NIGP 98836 | Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc. |
| NIGP 98852 | Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services |
| NIGP 98888 | Tree Trimming and Pruning Services |
| NIGP 98889 | Weed and Vegetation Control, Including Trees, Shrubs and Aquatic Weed Control |

## Additional Information

| | |
|---|---|
| TIER | **Goods & Services - Tier 2 $750,001 - $2 Million** |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| | |
|---|---|
| Debarred Contractors | Identifying Information Tab:<br>**-Government Classification**<br>**-Government Sources**<br>**-Certification Source (DEBARRED)** |

**Debarred Contractors List (Last update: 1/11/2021)**

**(Pursuant to Section 10-38 of the Code of Miami-Dade County)**

| Debarred Entity and/or Individuals (abc order) | Address | Initiating Dept. and Contact Person | Cause of Debarment | Effect of Debarment | Termination Date | Contractor's Certificate of Competency or License Number; or Qualifier, when applicable |
|---|---|---|---|---|---|---|
| **Aaron Construction Group, Inc.** | **10820 NW 138 St. Bay C-1 Hialeah Gardens, FL 33018** | **Public Housing and Community Development Department (PHCD Director, (786) 469-4106)** | **Violation of Section 10-38** | **Excluded from Contracting w/Miami-Dade County for a ten (10) year period.** | **8/12/19 - 8/12/29** | n/a |
| Samuel Almazan (individual, former officer of Almazan Construction) | 12980 Raymond Drive Loxahatchee, FL 33470 | State Attorney's Office (State Attorney, 305-547-0100) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a five (5) year period | 1/11/2019 -1/11/2024 | n/a |
| Amancio Alonso (individual, former officer of Hialeah Transport, LLC) | 2965 E. 11th Avenue Hialeah, FL 33013 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County Indefinitely. | 12/21/2015 - Indefinite | n/a |
| **Association of Community Organizations for Reform Now (ACORN)** | 2609 Canal St, 4th floor New Orleans, LA 70119 | **U.S. Congress (Office of Management & Budget, 202-386-3080)** | **Section 183 of the Continuing Appropriations Resolution, 2010, Division B of Public Law #111-68** | **Excluded from Contracting w/ Miami-Dade County Indefinitely.** | **10/07/2009 - Indefinite** | n/a |
| Jose Barroso (individual, former officer of E&C Electrical Service, Inc.) | 1625 NE 104th St Miami Shores, FL 33138 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period. | 1/18/2018 - 1/18/2028 | n/a |
| Roy J. Bustillo (individual, former officer of Municipal Lighting Systems Group, Inc.) | 7035 SW 47th St A Miami, FL 33155 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period. | 1/18/2018 - 1/18/2028 | n/a |
| **CT Mechanical, Co.** | **10461 NW 133rd St Hialeah, FL 33018** | **State Attorney's Office (State Attorney, 305-547-0100)** | **Violation of Section 10-38** | **Excluded from Contracting w/Miami-Dade County for a five (5) year period** | **7/18/2018 - 7/18/2021** | n/a |
| Abel Demien (individual, former officer of Green Light Electric Systems, Inc.) | 7814 West 16th Lane Hialeah, FL 33014 | State Attorney's Office (State Attorney, 305-547-0100) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a five (5) year period | 11/01/2016 -10/31/2021 | n/a |
| **Ecological Paper Recycling, Inc.** | **2360 NW 149th Street Opa Locka, FL 33054** | **Internal Services Department (ISD Director, 305-375-1135)** | **Violation of Section 10-38** | **Excluded from Contracting w/ Miami-Dade County Indefinitely.** | **11/18/2015 - Indefinite** | n/a |
| Javier Estepa (individual, former officer of Aaron Construction Group, Inc.) | 10820 NW 138 St. Bay C-1 Hialeah Gardens, FL 33018 | Miami-Dade County Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County Indefinitely. | 9/12/19 - Indefinite | n/a |
| Jose Flores (individual, former officer of Ecological Paper Recycling, Inc.) | 2360 NW 149th Street Opa Locka, FL 33054 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County Indefinitely. | 11/18/2015 - Indefinite | n/a |
| Manuela Flores (individual, former officer of Ecological Paper Recycling, Inc.) | 2360 NW 149th Street Opa Locka, FL 33054 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County Indefinitely. | 11/18/2015 - Indefinite | n/a |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Debarred Contractors List (Last update: 1/11/2021)

(Pursuant to Section 10-38 of the Code of Miami-Dade County)

| Debarred Entity and/or Individuals (abc order) | Address | Initiating Dept. and Contact Person | Cause of Debarment | Effect of Debarment | Termination Date | Contractor's Certificate of Competency or License Number; or Qualifier, when applicable |
|---|---|---|---|---|---|---|
| **Global Electrical & Lighting Supplies, Inc.** | **13761 SW 143rd Ct SUITE 101, MIAMI, FL 33186** | **Internal Services Department (ISD Director, 305-375-1135)** | **Violation of Section 10-38** | **Excluded from Contracting w/Miami-Dade County for a ten (10) year period** | **1/18/2018 - 1/18/2028** | **n/a** |
| **Green Light Electric Systems** | **2285 West 76th Street Hialeah, FL 33016** | **State Attorney's Office (State Attorney, 305-547-0100)** | **Violation of Section 10-38** | **Excluded from Contracting w/Miami-Dade County for a five (5) year period** | **11/01/2016-10/31/2021** | **n/a** |
| William Hernandez (individual, former officer of Ecological Paper Recycling, Inc.) | 2350 NW 149th Street Opa Locka, FL 33054 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County indefinitely. | 11/18/2015 - Indefinite | n/a |
| **Hialeah Transport, LLC** | **2986 E. 11th Avenue Hialeah, FL 33013** | **Internal Services Department (ISD Director, 305-375-1135)** | **Violation of Section 10-38** | **Excluded from Contracting w/Miami-Dade County indefinitely.** | **12/21/2016 - Indefinite** | **n/a** |
| Rolando Perez (individual, former officer of Global Electrical & Lighting Supplies, Inc.) | 13752 SW 143rd CT, SUITE 101, MIAMI, FL 33186 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period | 1/18/2018 - 1/18/2028 | n/a |
| Vivian Perez (individual, former officer of Global Electrical & Lighing Supplies, Inc.) | 13753 SW 143rd CT, SUITE 101, MIAMI, FL 33186 | Internal Services Department (ISD Director, 305-375-1135) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County | 1/18/2018 - 1/18/2028 | n/a |
| Diego Alejandro Estepa Vazquez (individual, former officer of Aaron Construction Group, Inc.) | 10820 NW 138 St. Bay C-1 Hialeah Gardens, FL 33018 | Miami-Dade County Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County indefinitely. | 9/12/19 - Indefinite | n/a |

Debarred Contractors List (Last update: 1/11/2021)

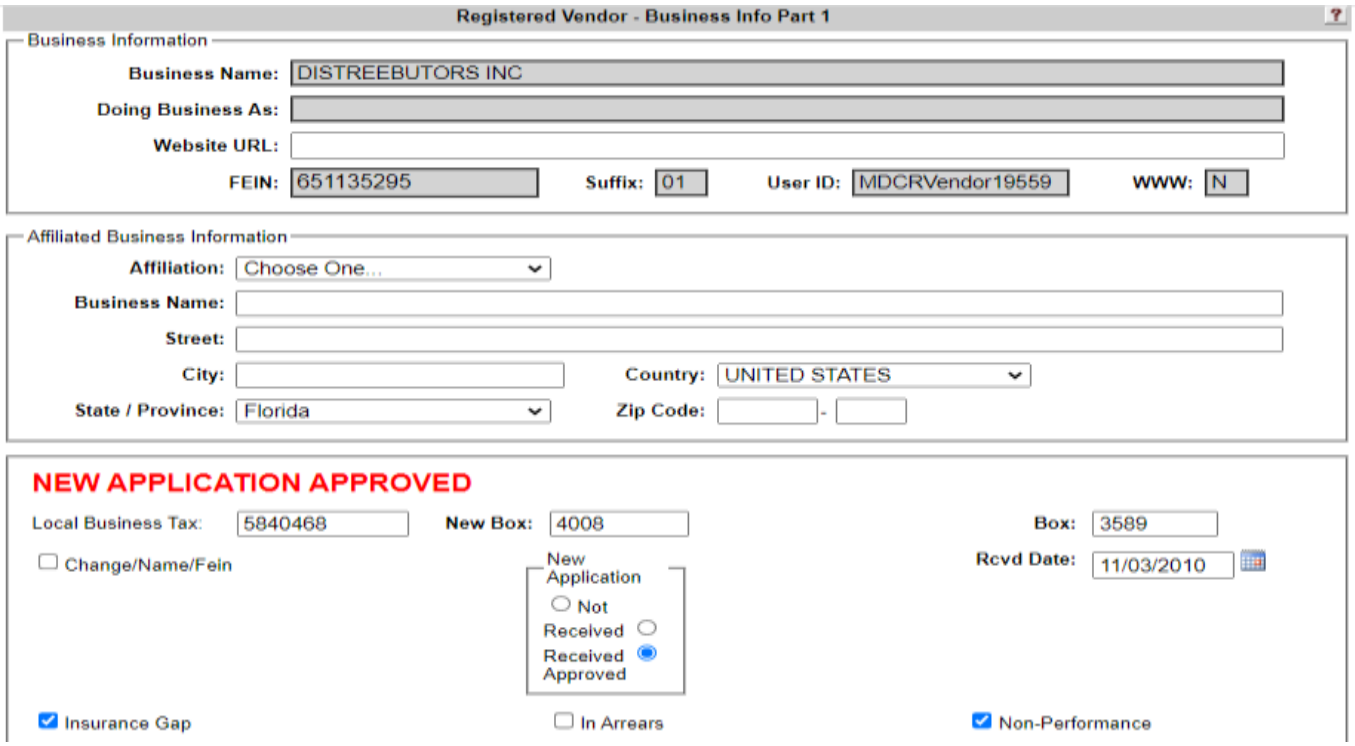
(Pursuant to Section 10-38 of the Code of Miami-Dade County)

| Debarred Entity and/or Individuals (abc order) | Address | Initiating Dept. and Contact Person | Cause of Debarment | Effect of Debarment | Termination Date | Contractor's Certificate of Competency or License Number; or Qualifier, when applicable |
|---|---|---|---|---|---|---|
| Vincent J. Vento (individual, former officer of ATCI Communications) | 2208 S. Miami Avenue Miami, FL 33129 | State Attorney's Office (State Attorney, 305-547-0100) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a five (5) year period | 12/5/2018 - 12/5/2023 | n/a |
| Ricardo Villaverde a.k.a. Richard Villaverde (individual, officer of CT Mechanical, Co.) | 10451 NW 133rd St Hialeah, FL 33018 | State Attorney's Office (State Attorney, 305-547-0100) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a five (5) year period | 7/18/2016 - 7/18/2021 | n/a |
| Carlisle Development Group | 2950 SW 27th AveSte 200 Miami, Fl 33133 | Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period | 1/5/2021 - 1/5/2031 | n/a |
| Lloyd Boggio (individual, former partner of Carlisle Development Group) | 3316 Devon CT, Miami, Fl 33133 | Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period | 1/5/2021 - 1/5/2031 | n/a |
| Matthew Greer (individual, former partner of Carlisle Development Group) | 240 Arl Way Miami Beach, Fl 33141 | Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period | 1/5/2021 - 1/5/2031 | n/a |
| Biscayne Housing Group, LLC | 25 Se 2nd Ave, Miami, FL, 33131-1508 | Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period | 1/5/2021 - 1/5/2031 | n/a |
| Michael Cox (individual, former partner of Biscayne Housing Group, LLC) | 828 NW 9th Ave Miami, Fl 33136 | Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a ten (10) year period | 1/5/2021 - 1/5/2031 | n/a |
| Gonzalo DeRamon (individual, former partner of Biscayne Housing Group, LLC) | 45 Almeria Ave STE #5 Coral Gables, Fl 33134 | Public Housing and Community Development Department (PHCD Director, (786) 469-4106) | Violation of Section 10-38 | Excluded from Contracting w/Miami-Dade County for a five (5) year period | 04/30/2018- 04/30/2023 | n/a |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| | |
|---|---|
| Non Performance History | Identifying Information Tab:<br>**-Government Classification**<br>**-Government Sources**<br>**Certification Source (TBD)** |



Registered Vendor - Business Info Part 1

Business Information

Business Name: DISTREEBUTORS INC

Doing Business As:

Website URL:

FEIN: 651135295 Suffix: 01 User ID: MDCRVendor19559 WWW: N

Affiliated Business Information

Affiliation: Choose One...

Business Name:

Street:

City: Country: UNITED STATES

State / Province: Florida Zip Code: -

NEW APPLICATION APPROVED

Local Business Tax: 5840468 New Box: 4008 Box: 3589

Change/Name/Fein

New Application: Not Received / Received Approved

Rcvd Date: 11/03/2010

Insurance Gap In Arrears Non-Performance

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**Registered Vendor - Vendor Non-Performance and Violation History**

Business Information

**Business Name:** DISTREEBUTORS INC

**Doing Business As:**

**FEIN:** 651135295 **Suffix:** 01

Violation History

| # | Violation Name | Violation Date | Officer | Department | Status | | |
|---|---|---|---|---|---|---|---|
| | | | | | | Del | Edit |

Name | Date (mm/dd/yyyy) | Code Enforcement Officer | Department

Status: Open / Cure

Comments

Save Clear

Non-Performance History Status

Vendor Non-Performance History — VPTS web-site

Vendor is in arrears with Miami-Dade County Save

Non-Performance History List

| Bid # | Non Performance | Prov | Termination | Comments | | |
|---|---|---|---|---|---|---|
| 5066-4/12 | 06/09/2011 | No | | Note: As per Risk Management stated firms General Liability was Cancelled as of 05/08/11. (see attached) (RG) | Delete | Edit |

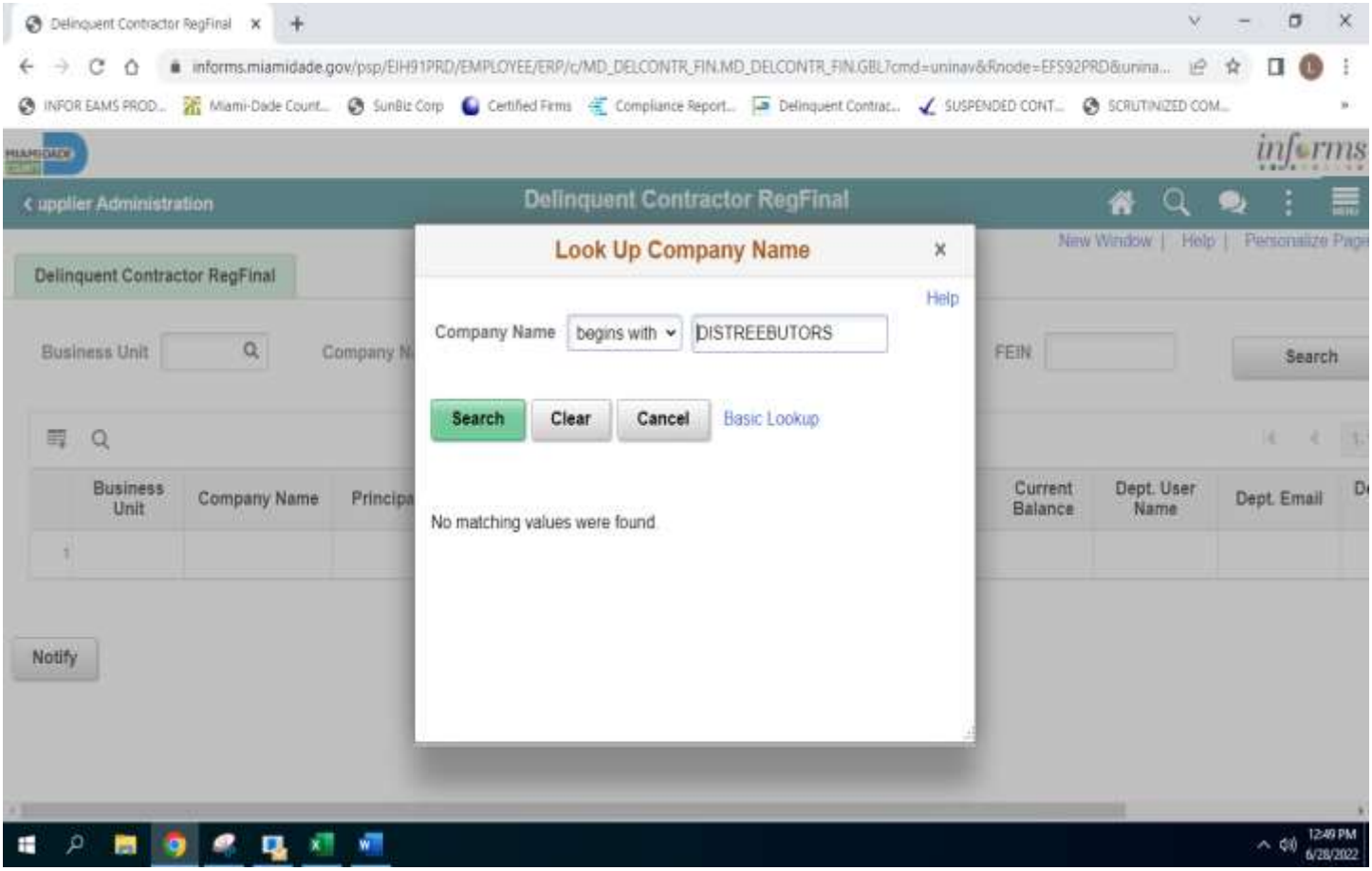
Bid # | Non-Performance (mm/dd/yyyy) | Prov. | Termination (mm/dd/yyyy) | Comments

Save Clear

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| | |
|---|---|
| Delinquent Contractor Report (not a link) | Navigation: Menu (Top Right Corner)>Navigator>Finance/Supply Chain (FSCM)>Miami-Dade County>Account Receivable> Extensions>Delinquent Contractor RegFinal (do not use tiles) |



# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| | |
|---|---|
| Completed Affidavits | Affidavits Tab: |

**NOTE:** Print Screen of all Affidavits (1-13) and include as part of Compliance Package.

Affidavit

SetID MDC

Supplier ID 0000012353 Short Supplier Name DISTREEBUT-001 Supplier DISTREEBUTORS INC

**1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT**
(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, material men, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of self-State.

**If no officer, director or stockholder owns (5%) or more of stock, you may leave that section empty.**

**2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT**
(County Ordinance no. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees?

○ Yes ◉ No

2. Does your firm provide paid health benefits for its employees?

○ Yes ◉ No

3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

| | **Number of Employees** | |
|---|---|---|
| | Males | Females |
| **White Employee** | | |
| **Black Employee** | | |
| **Hispanic Employee** | 4 | |
| **Asian Pacific Employee** | | |
| **Native American Employee** | | |
| **Other Employee** | | |
| **Total Employee** | 4 | 0 |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION**
(Section 2.8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above-named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace.

2. The firm's policy of maintaining a drug-free environment at all workplaces.

3. Availability of drug counseling, rehabilitation and employee assistance programs.

4. Penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug-free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meet's the intent of the ordinance.

☑ **I, confirm** to Affidavit-3

**4. MIAMI-DADE COUNTY DISABILITY AND NON-DISCRIMINATION AFFIDAVIT**
(Resolution R-182-00 amending Resolution R-385-95)
(Section 2-8.1.5 of the Miami-Dade County Code)
Firms transacting business with Miami-Dade County shall provide an affirmation indication compliance with all requirements of the Americans with Disabilities Act (A.D.A.)

☑ **I, state that this firm,** is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C Section 794.

The Federal Transit Act, as amended, 49 U.S.C. Section 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

☑ **I, hereby affirm** that I am in compliance with the below sections:

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

☑ **I, confirm** that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

**6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT**
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears under a contract, promissory note or document with the County shall be allowed to receive any new business.

☑ **I, confirm** that all delinquent and current due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT**
(Article 1, Section 2-8.1(i) of the Code of Miami-Dade County)

A firm seeking to transact business with Miami-Dade County must certify that it has adopted a Code of Business Ethics (Code) which complies with the requirements of Section 2-8.1 of the Code of Miami-Dade County. The Code shall apply to all business that firm/contractor transacts with the County and shall, at a minimum, require the firm/contractor to comply with all applicable governmental rules and regulations.

☑ **I certify** that this firm has adopted a Code which complies with the requirements of Section 2-8.1 of the Code of Miami-Dade County, and that such Code shall apply to all business that this firm/contractor transacts with the County and shall, at a minimum, require this firm/contractor to comply with all applicable governmental rules and regulations.

**8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT**
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement.

☑ **I, confirm** that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees each working day during each of twenty (20) or more work weeks un the current or preceding calendar year are required to certify that they provide family leave to their employees.

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT**
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors/employers entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

☑ **I, confirm** that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable contractors/employers entering into a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

**10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT**
(Article 8, Section 11A-60 – 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

☑ **I, confirm** that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

**11. MIAMI-DADE COUNTY E-VERIFY AFFIDAVIT**
Obligation for State Funded Contracts:

Executive Order 11-116, which supersedes Executive Order 11-02, directs all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Executive Order 11-116, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (http://www.uscis.gov/e-verify) and follow the instructions. The employer must, as usual, retain the I-9 Forms for inspection.

☑ **I, confirm** to E-Verify Affidavit

**12. MIAMI-DADE COUNTY PAY PARITY AFFIDAVIT**
(Resolution R-1072-17)

All persons or entities contracting with Miami-Dade County shall provide an affidavit indicating compliance with all requirements stated below.

☑ **I, hereby affirm** that this firm pledges to pay men and women equal wages for equal work, and is in compliance with, agrees to continue to comply with, and assure that any subcontractor or third party contractor shall comply with all applicable requirements of:

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**13. MIAMI-DADE COUNTY SUSPECTED WORKERS' COMPENSATION FRAUD AFFIDAVIT**
(Resolution No. R-919-18)

All persons or entities contracting with Miami-Dade County shall provide an affidavit indicating compliance with all requirements stated below.

☑ **I, hereby affirm** that this firm pledges to provide written notice and disclosures to all workers, on how to report any suspected workers' compensation fraud to the State of Florida Bureau of Workers' Compensation Fraud, and is in compliance with, agrees to continue to comply with, and assure that any subcontractor or third party contractor shall comply with all applicable requirements.

**AFFIRMATION**

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I agree, and it is my intent, to sign this record/document by pressing the "I Affirm" button and by electronically submitting this record/document to Miami-Dade County. I understand that my signing and submitting this record/document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted record/document and this affirmation. I understand and agree that by electronically signing and submitting this record/document in this fashion I am affirming to the truth of the information contained therein.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested here to are no longer valid.

Person Name: MARCOS URRA Title: PRESIDENT Date: 06/27/2022

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

| | |
|---|---|
| Local Business and Property Taxes | Identifying Information Tab:<br>**-Government Classification**<br>**-Government Sources**<br>**Certification Source (LBT)**<br>**NOTE:** *Partial information, INFORMS doesn't provide status (arrears) nor Property Taxes* |

**NOTE:** Pursuant to Section 2-8.1(c), any property or business taxes due to the County must be paid, as a condition of contract award/pool inclusion. Print Screen of taxes due and inform Supplier/Vendor. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsiblity. Suppliers/Vendors affirming Local or Locally Headquartered Preference must have LBT or provide exemption.

Results 1-2 of 2

**DISTREEBUTORS INC**

BUSINESS ADDRESS
DISTREEBUTORS INC
13850 SW 197TH AVE
MIAMI, FL 33196-1922

Account Number **7279219** / Receipt Number **7567466**

OCCUPATION
SERVICE BUSINESS
LAWN/LANDSCAPE/TREE SERVICE

Get bills by email

Latest account information is shown above.

**DISTREEBUTORS INC**

BUSINESS ADDRESS
DISTREEBUTORS INC
OPERATING IN DADE COUNTY

Account Number **5600136** / Receipt Number **5840468**

OCCUPATION
None
**Account Closed**

No taxes due

Get bills by email

This account is closed as of 2021. Latest account information is shown above.

**Property Tax Search**

DisTREEbutors, Inc.

Search

Pay for confidential accounts

Results 1-3 of 3

**DISTREEBUTORS INC**

OWNER ADDRESS
DISTREEBUTORS INC
PO BOX 227625
MIAMI, FL 33222

SITUS ADDRESS
13850 SW 197 AVE, Unincorporated County 33196-0000

Real Estate Account Number **30-5822-000-0360**

Get bills by email

**PAID** 2022-04-01 **$3,193.42**
Receipt #**INT-22-309567**

Print paid bill

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

## DISTREEBUTORS INC

**OWNER ADDRESS**
**DISTREEBUTORS INC**
PO BOX 227625
MIAMI, FL 33222-7625

**SITUS ADDRESS**
13850 SW 197 AVE, 33196

Tangible Property Account Number **40-190758**

Get bills by email

**PAID** 2022-04-01 **$784.81**
Receipt #**INT-22-309564**

**Print paid bill**

## DISTREEBUTORS FARMS INC

**OWNER ADDRESS**
**DISTREEBUTORS** FARMS **INC**
820 NW 87 AVE STE 402
MIAMI, FL 33172-3430

**SITUS ADDRESS**
00820 NW 87 AVE 402, 33172

Tangible Property Account Number **40-322239**

Get bills by email

No taxes due

**Print paid bill**

This account no longer exists after 2016. Latest account information is shown above.

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

State of Florida Corporations (Sun Biz)

## Detail by Entity Name

Florida Profit Corporation
DISTREEBUTORS, INC.

### Filing Information

| | |
|---|---|
| **Document Number** | P01000087824 |
| **FEI/EIN Number** | 65-1135295 |
| **Date Filed** | 09/06/2001 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | AMENDMENT |
| **Event Date Filed** | 01/07/2013 |
| **Event Effective Date** | NONE |

### Principal Address

13850 SW 197TH AVENUE
MIAMI, FL 33196

Changed: 01/22/2019

### Mailing Address

PO BOX 227625
MIAMI, FL 33222-7625

Changed: 07/12/2017

### Registered Agent Name & Address

URRA, MARCOS A
10197 RAMBLEWOOD DRIVE
CORAL SPRINGS, FL 33071

Address Changed: 04/25/2018

### Officer/Director Detail

**Name & Address**

Title PSTD

URRA, MARCOS A
10197 RAMBLEWOOD DRIVE
CORAL SPRINGS, FL 33071

Title VP

MELO, JUAN
8771 NW 108 ST
HIALEAH GARDENS, FL 33018

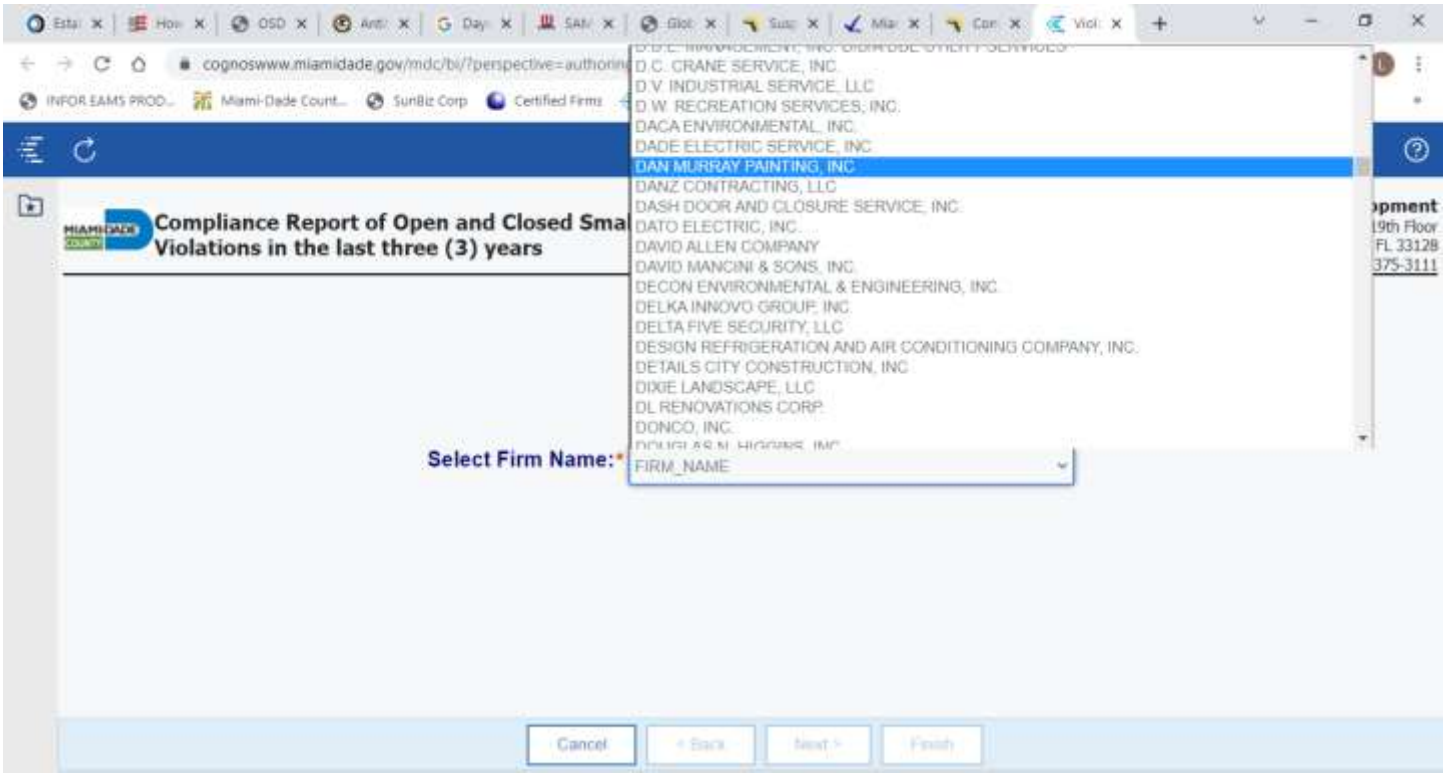
### Annual Reports

| Report Year | Filed Date |
|---|---|
| 2020 | 06/30/2020 |
| 2021 | 04/22/2021 |
| 2022 | 04/22/2022 |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Compliance Report and/or Workforce Violations (SBD)



# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Florida Convicted Vendor List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

## Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

*There are currently no vendors on this list.*

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Suspended Contractors

## BCCO Contractor Inquiry and Complaint Search

You can search our database for contractors that have been issued a Miami-Dade County Certificate of Competency. The results will display the contractor information, status and complaints, if any.

### Contractor Information Search

- ○ License Number.
- ○ Company Name.

### Contractor Complaint Search

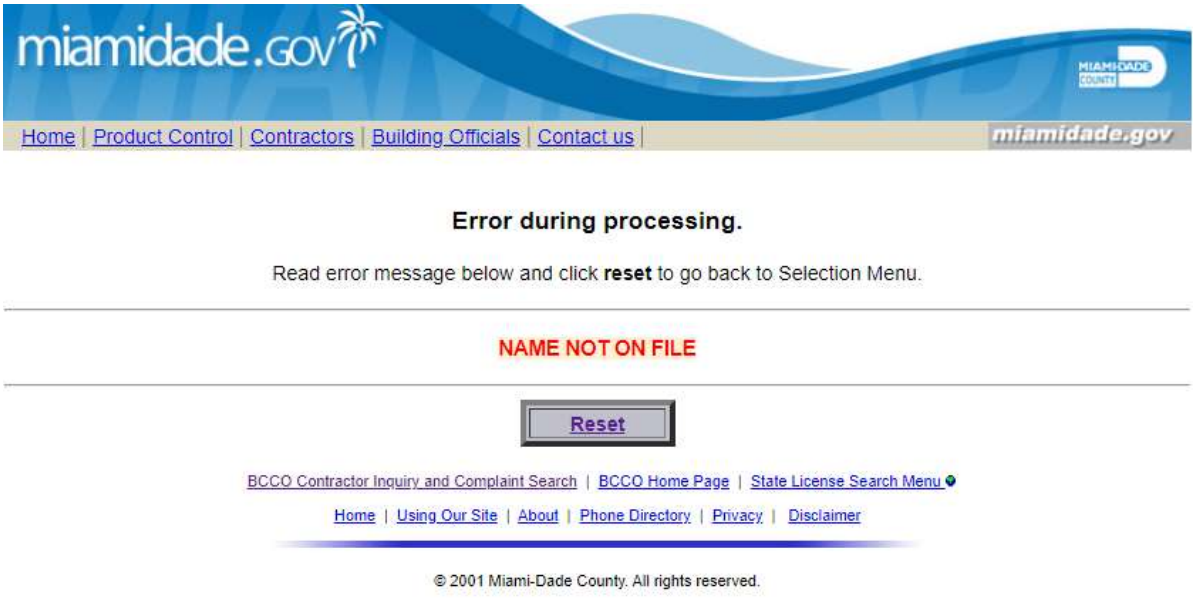
- ○ Complaint Number or Contractor License Number.
- ◉ Company Name.

Enter the required information:

DISTREEBUTORS

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |



# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Florida Suspended Contractors

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

| Vendor Name/Address | Agency of Origin | Effective Date | Notice of Default |
|---|---|---|---|
| Building Maintenance of America, LLC<br>d/b/a Florida Building Maintenance<br>333 North Falkenburg Road #A117<br>Tampa, FL 33619 | DMS | 07/02/14 | Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB) |
| Club Tex, Inc.<br>2025 Broadway, Suite #15G<br>New York, NY 10023 | DOC | 01/24/19 | Notice of Default - Club Tex, Inc. (111.75 KB) |
| Correctional Consultants, LLC<br>P.O. Box 515<br>Chattahoochee, FL 32324 | DOC | 12/10/19 | Notice of Default - Correctional Consultants, LLC (85.95 KB) |
| iColor Printing and Mailing, Inc.<br>22873 Lockness Avenue<br>Torrance, CA 90501 | DEP | 02/20/12 | Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB) |
| Visual Image Design Firm, LLC<br>6845 Narcoossee Road, Suite 59<br>Orlando, FL 32822 | DOH | 06/25/15 | Notice of Default - Visual Image Design Firm, LLC (1.78 MB) |

*Updated 12/10/19*

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Scrutinized Companies - 287.135, FS

March 29, 2022
Page 3

| Prohibited Investments (Scrutinized Companies) | Scrutinized Country | Country of Incorporation | Initial Appearance on Scrutinized List | Full Divestment |
|---|---|---|---|---|
| COSL Finance (BVI) Limited | Iran | China | September 24, 2013 | Yes |
| COSL Singapore Capital Ltd | Iran | Singapore | December 4, 2018 | Yes |
| Daqing Huake Group Co Ltd | Sudan | China | March 25, 2008 | Yes |
| Egypt Kuwait Holding Co. SAE | Sudan | Kuwait | January 13, 2009 | Yes |
| Energy House Holding Company | Sudan | Kuwait | July 28, 2009 | Yes |
| Engen Botswana | Sudan & Iran | Botswana | March 24, 2015 | Yes |
| FACC AG | Sudan | Austria | June 4, 2019 | Yes |
| Gas District Cooling (Putrajaya) Sdn Bhd | Sudan & Iran | Malaysia | April 14, 2009 | Yes |
| Gazprom | Iran | Russia | September 19, 2007 | Yes |
| Gazprom Neft | Iran | Russia | September 16, 2008 | Yes |
| Gazprom Promgaz | Iran | Russia | June 4, 2019 | Yes |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Scrutinized Companies that Boycott Israel - 215.4725, FS

## Table 9: Scrutinized Companies that Boycott Israel

*New companies on the list are shaded and in bold. (No companies added this quarter.)*

| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Betsah Invest SA | Luxembourg | August 2, 2016 |
| Betsah SA | Luxembourg | August 2, 2016 |
| Cactus SA | Luxembourg | August 2, 2016 |
| Co-operative Group Limited | United Kingdom | September 26, 2017 |
| Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd | Turkey | August 2, 2016 |
| Unilever PLC (Ben & Jerry's parent company) | United Kingdom | July 29, 2021 |
| Hindustan Unilever Ltd | India | July 29, 2021 |
| PT Unilever Indonesia Tbk | Indonesia | July 29, 2021 |
| Unilever Bangladesh Ltd | Bangladesh | July 29, 2021 |
| Unilever Capital Corp (Unilever PLC bond issuance) | United States | July 29, 2021 |
| Unilever Caribbean Ltd | Trinidad and Tobago | July 29, 2021 |
| Unilever Consumer Care Ltd | Bangladesh | July 29, 2021 |
| Unilever Côte d'Ivoire | Ivory Coast | July 29, 2021 |
| Unilever Finance Netherlands BV (Unilever PLC bond issuance) | Netherlands | July 29, 2021 |
| Unilever Ghana Ltd | Ghana | July 29, 2021 |

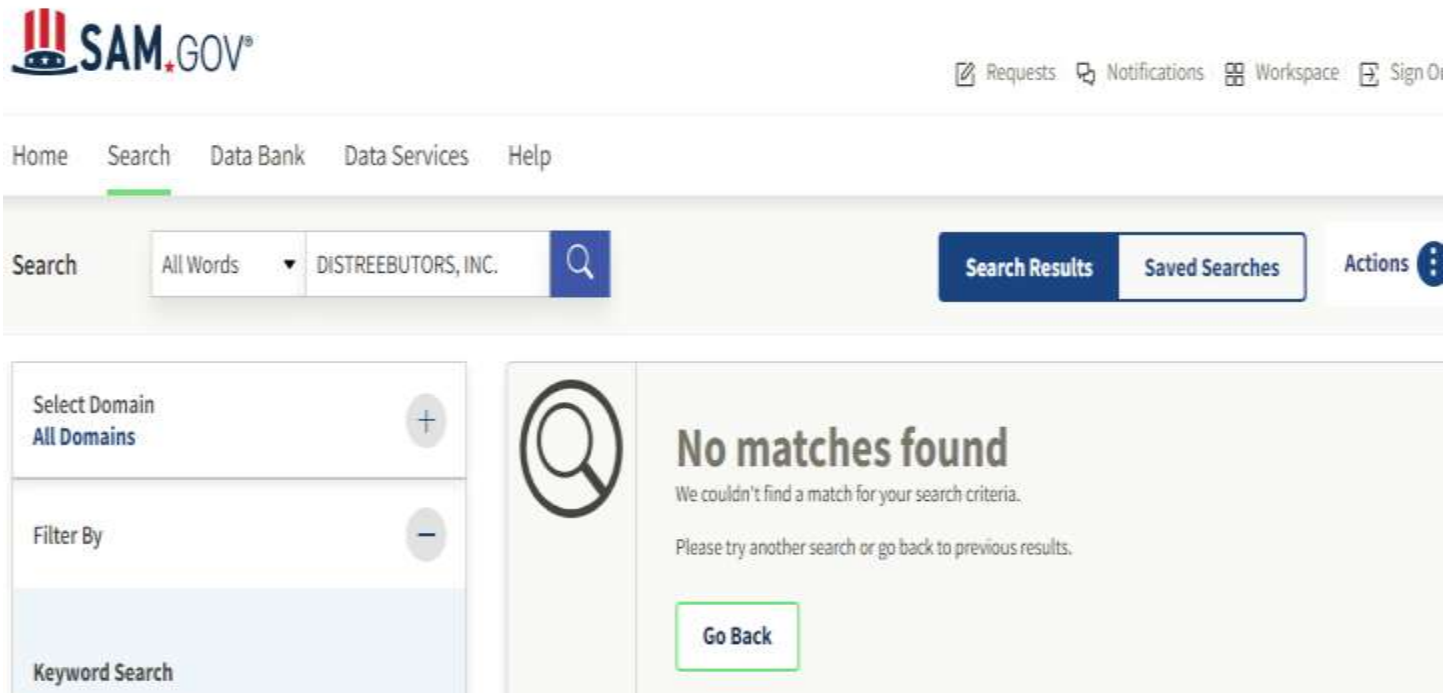


| Scrutinized Company that Boycott Israel | Country of Incorporation | Date of Initial Scrutinized Classification |
|---|---|---|
| Unilever Nigeria Plc | Nigeria | July 29, 2021 |
| Unilever Pakistan Foods Ltd | Pakistan | July 29, 2021 |
| # of Companies that Boycott Israel | 17 | |

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

System for Award Management (SAM)



# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

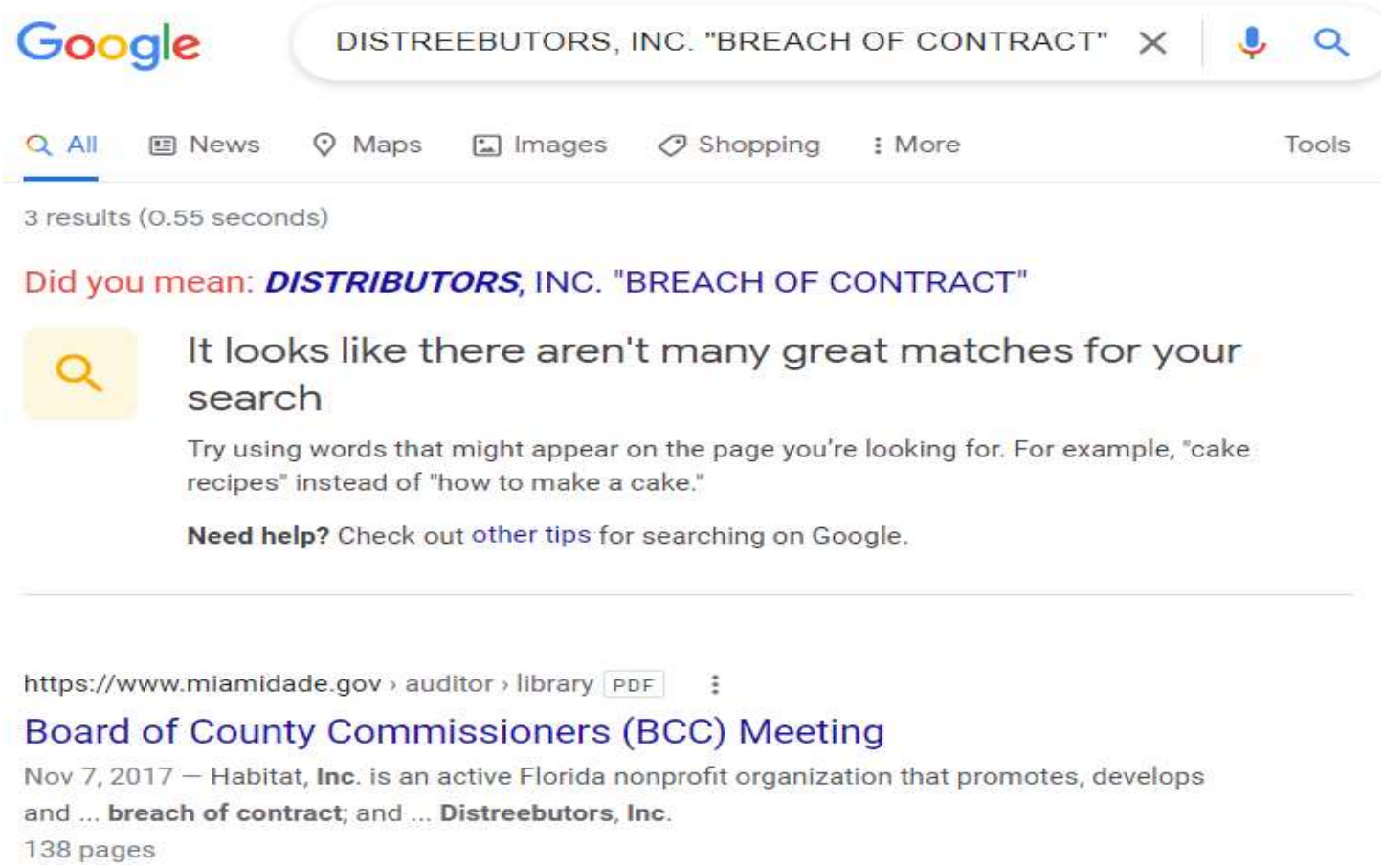
| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Google Search

**NOTE: Only Suppliers/Vendors being considered for award or establishment of Pool requiring BCC approval.** Search parent company, subsidiary, related company and affiliates, **using keywords**: fraud, contract breach, settlements, judgements, termination.

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |



# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Department of Justice

THE UNITED STATES DEPARTMENT of JUSTICE

U.S. v. Vincent DiCarlo

U.S. v. The Dickerson Group

U.S. v. Diebold, Incorporated and Chubb & Son, Ltd

U.S. v. Barry Diller

U.S. v. David Dilmanian, a/k/a "Farzad Dilmanian"

U.S. v. Roberto Dip and Jason Handal

U.S. v. Dip Shipping Company, LLC

U.S. v. DIRECTV Group Holdings, LLC and AT&T, Inc.

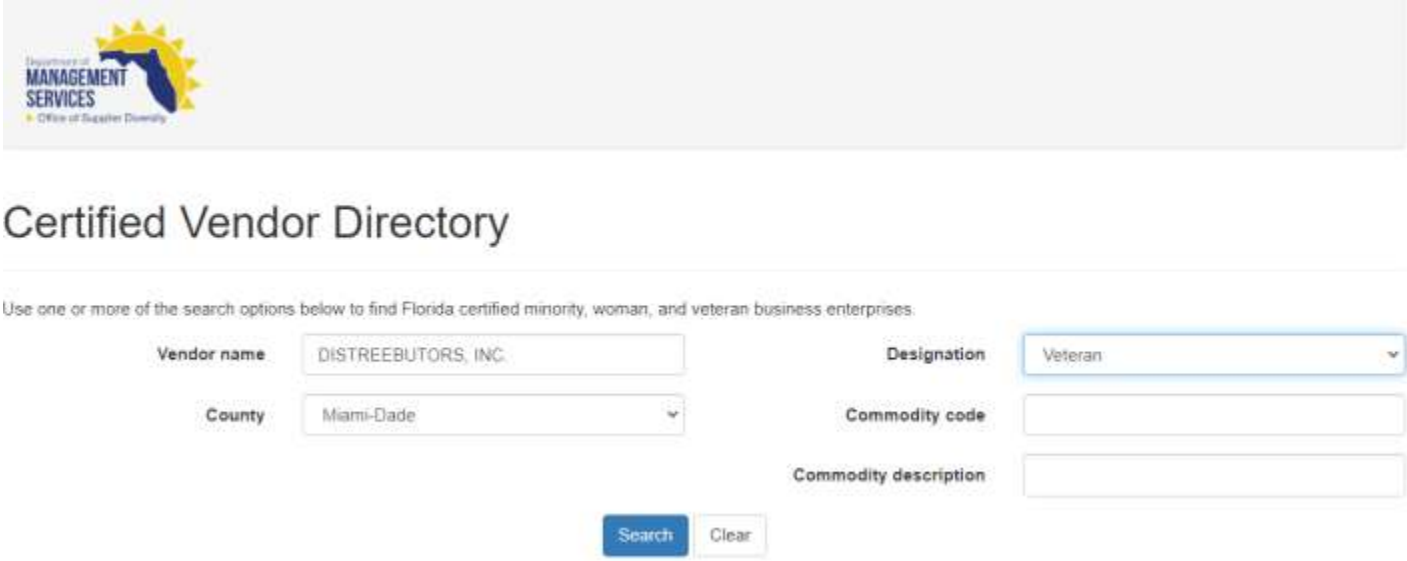
District of Columbia v. Amazon.com, Inc.

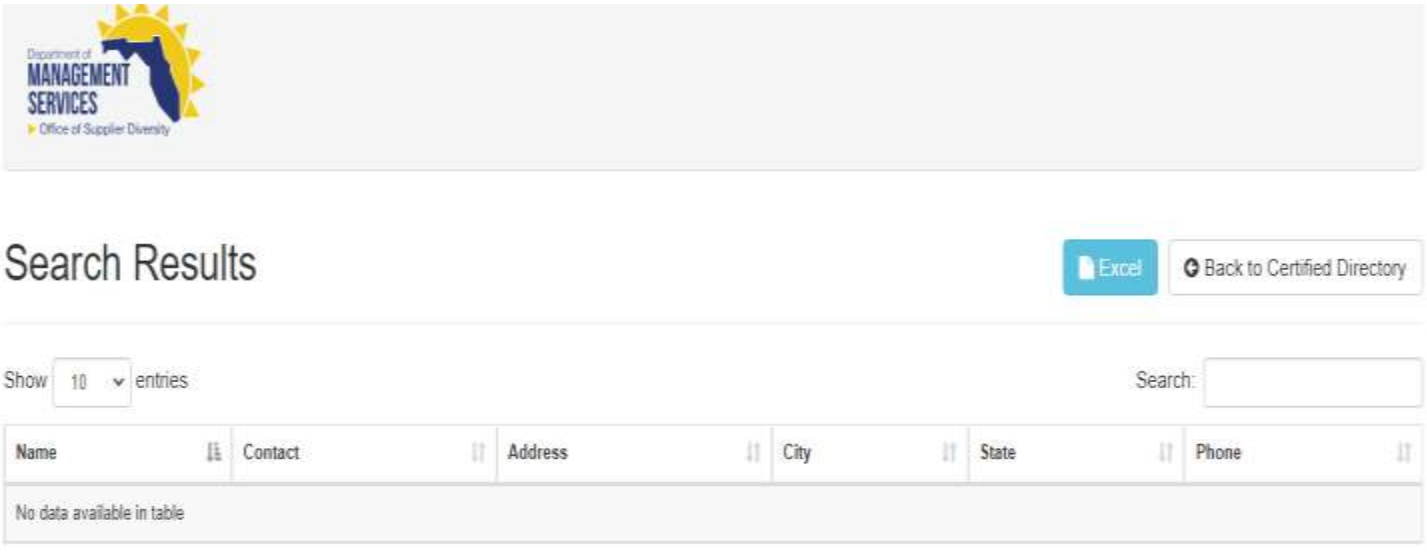
U.S. v. Douglas Ditmer

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Local Certified Veteran Business Enterprise

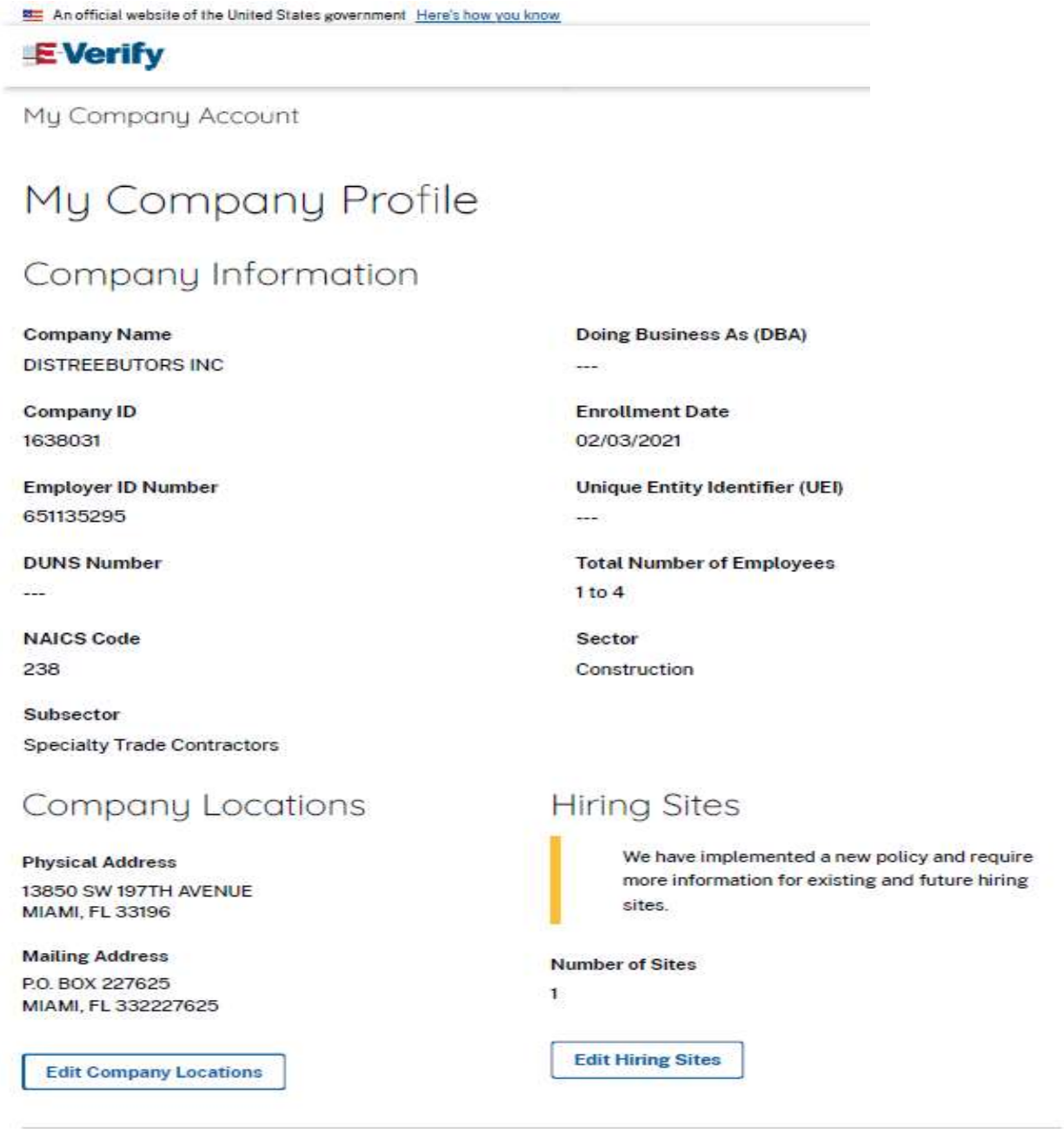


# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

Find E-Verify Participant Employers



An official website of the United States government Here's how you know

E-Verify

My Company Account

## My Company Profile

### Company Information

**Company Name**
DISTREEBUTORS INC

**Doing Business As (DBA)**
---

**Company ID**
1638031

**Enrollment Date**
02/03/2021

**Employer ID Number**
651135295

**Unique Entity Identifier (UEI)**
---

**DUNS Number**
---

**Total Number of Employees**
1 to 4

**NAICS Code**
238

**Sector**
Construction

**Subsector**
Specialty Trade Contractors

### Company Locations

**Physical Address**
13850 SW 197TH AVENUE
MIAMI, FL 33196

**Mailing Address**
P.O. BOX 227625
MIAMI, FL 332227625

Edit Company Locations

### Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

**Number of Sites**
1

Edit Hiring Sites

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

OSHA Enforcement Inspections

***Your search did not return any results.***

Establishment: DISTREEBUTORS

*(This box can also be used to search for a State Activity Number for the following states: NC, SC, KY, IN, OR and WA)*

**State:** All States / Fed & State

**OSHA Office:** All Offices

**Site Zip Code:**

Case Status: (•) All ( ) Closed ( ) Open

**Violation Status:** (•) All ( ) With Violations ( ) Without Violations

Inspection Date

**Start Date:** June 27 2017

**End Date:** June 27 2022

# PRE-AWARD VENDOR COMPLIANCE CHECKLIST

| | | | |
|---|---|---|---|
| **Contract No./ Name** | RTQ-02029 Plant Material & Tree Services LLC | | |
| **Vendor:** | DisTREEbutors, Inc. | **FEIN:** | 651135295-01 |

**Submittal Check: NEW VERSION**

| | | |
|---|---|---|
| Review of Litigation by CPO Administrative Team<br>PACER,<br>Westlaw, and<br>Lawsuits Alleging Discrimination *(as applicable)* | Yes ☐ | No ☐ |
| | Comments: | |
| | | |

**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF MIAMI SPRINGS**
**AND**
**SFM LANDSCAPE SERVICES, LLC**

**THIS AGREEMENT** (this "Agreement") is made effective as of the _____ day of _____, 2026 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City"), and **SFM LANDSCAPE SERVICES, LLC**, a Florida for-profit corporation (hereinafter, the "Contractor"). Collectively, the City and the Contractor are referred to as the "Parties."

**WHEREAS**, the City is in need of citywide tree trimming services (the "Services"); and;

**WHEREAS,** the School Board of Broward County has competitively awarded an agreement to the Contractor for the Services pursuant to Request for Proposals No. 25-164 attached hereto as Exhibit "A" (the "Broward School Board Contract"); and

**WHEREAS,** on January 26, 2026, the City Council adopted Resolution No. 2026-_____, authorizing the City Manager to enter into this Agreement with the Contractor for the Services in an amount not to exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years; and

**WHEREAS,** the Parties wish to incorporate the terms and conditions of the Broward School Board Contract in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS,** Section 31-11(E)(5) of the City Code of Ordinances (the "Code") provides that "All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City."; and

**WHEREAS**, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Broward School Board Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Broward School Board Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

   **A.** First Priority: Base Agreement;

   **B.** Second Priority: State Required Affidavits; and

   **C.** Third Priority: Exhibit A – Broward School Board Contract.

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Broward School Board Contract unless otherwise provided in this Agreement. All references to the School Board of Broward County and/or Broward County Public Schools shall be replaced with the City of Miami Springs where applicable.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Compensation and Payment.**

   **A.** Compensation for Services provided by the Contractor shall be in accordance with the unit prices quoted in the Broward School Board Contract. Total compensation for the Services provided under this Agreement shall not exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years.

   **B.** Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

6. **Term.**

   **A.** The term of this Agreement shall be from the Effective Date through December 15, 2028, thereafter, unless earlier terminated in accordance with Section 3.5 of the Broward School Board Contract. Additionally, the City Manager may renew

this Agreement for two additional one-year periods on the same terms as set forth herein upon written notice to the Consultant.

**B.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

7. **Amending Section 2.14 of Broward School Board Contract.** The Section 2.14, "Liability," of the Broward School Board Contract is hereby deleted in its entirety and replaced as follows:

2.14 Indemnification.

**A.** Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

**B.** Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**C.** The provisions of this section shall survive termination of this Agreement.

8. **Amending Section 2.15, "Insurance" of Broward School Board Contract.** Section 2.15, "Insurance," of the Broward School Board Contract is hereby deleted in its entirety and replaced as follows:

**2.15 Insurance.**

**A.** Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

   https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

   Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

   https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: ☐.

B. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said

policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

**C.** **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**D.** **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**E.** The provisions of this section shall survive termination of this Agreement.

**9.** **Amending Section 3.8 of the Broward School Board Contract.** Section 3.8, "Governing Law and Venue," of the Broward School Board Contract is hereby deleted in its entirety and replaced as follows:

Venue and Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**10.** **Attorneys Fees and Waiver of Jury Trial.**

**A.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**B.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**11. Ownership and Access to Records and Audits.**

**A.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**B.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

**C.** Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

**D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

**E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the

City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

**G.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**H. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

**12. <u>Notices/Authorized Representatives</u>.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**13. <u>State Required Affidavits.</u>** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

**A. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**B. Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City

may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

D. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

E. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.**
**Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**CITY OF MIAMI SPRINGS**

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

**Addresses for Notice:**
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
jimenezjc@miamisprings-fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

**SFM LANDSCAPE SERVICES, LLC**

By: _____

Name: _____

Title: _____

Entity: _____

**Addresses for Notice:**
_____
_____
_____
_____
_____(telephone)
_____(email)

**With a copy to:**
_____
_____
_____
_____
_____(telephone)
_____(email)

**EXHIBIT “A”**

## E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

| In the presence of: | Signed, sealed and delivered by: |
|---|---|
| _____ | _____ |
| Witness #1 Print Name: _____ | Print Name: _____ |
| _____ | Title: _____ |
| Witness #2 Print Name: _____ | Entity Name: _____ |

**ACKNOWLEDGMENT**

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
**Notary Public (Print, Stamp, or Type as Commissioned)**

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT ATTESTING TO**
**NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

**RESOLUTION NO. 2026-____**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ZENCITY TECHNOLOGIES US INC. FOR COMMUNITY ENGAGEMENT SOFTWARE SERVICES; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miami Springs (the "City") desires to enhance communication through a community engagement software-as-a-service platform (the "Services"); and

**WHEREAS,** the City Manager has negotiated an agreement (the "Agreement") with Zencity Technologies US Inc. (the "Consultant") for the Services in an amount not to exceed $15,000 annually for a term of two years with three one-year renewal terms, which Agreement is attached hereto as Exhibit "A"; and

**WHEREAS,** due to the specialized nature of the Services, the City Manager recommends that the City Council waive the competitive procurement requirements of Section 31-11(E)(6)(g) of the City Code as being in the City's best interest; and

**WHEREAS,** the City Council wishes to waive the competitive procurement requirements of Section 31-11(E)(6)(g) of the City Code, approve the Agreement with the Consultant, and authorize the City Manager to execute the Agreement for the Services in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $15,000 annually; and

**WHEREAS,** the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the Agreement with the Consultant for the Services.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $15,000 annually, subject to approval by the City Attorney as to form, content, and legal sufficiency.

**Section 4. Waiver.** That the City Council hereby waives the competitive procurement requirements of Section 31-11(E)(6)(g) of the City Code for the Services as being in the best interest of the City.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |
| Councilmember Orlando Lamas | _____ |

PASSED AND ADOPTED this ___ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

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# PROFESSIONAL SERVICES AGREEMENT

# BETWEEN

# CITY OF MIAMI SPRINGS

# AND

# ZENCITY TECHNOLOGIES US INC.

**THIS AGREEMENT** (this "Agreement") is made effective upon execution by both parties (the "Effective Date"), by and between **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City") and **ZENCITY TECHNOLOGIES US INC.**, a Florida For-Profit entity (hereinafter, the "Consultant").

**WHEREAS**, the City desires certain enhance communication through a community engagement software-as-a-service (SaaS) platform; and

**WHEREAS**, the Consultant will perform services on behalf of the City, all as further set forth in the Proposal dated September 3, 2025, attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS**, the City and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the City and the Consultant agree as follows:

1. **Scope of Services.**

   1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date for a period of two (2) years, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for an additional three (3) one-year periods on the same terms as set forth herein upon written notice to the Consultant.

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2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Consultant upon execution of the Agreement and billed annually thereafter. Consultant shall be compensated an annual rate in the amount of $15,000.00 per year in accordance with the Proposal attached hereto as Exhibit "A".

3.2. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. **Subconsultants.**

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. **City's Responsibilities.**

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities; Representations and Warranties.**

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered,

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defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.**

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. **Termination.**

8.1. The City Manager, without cause, may terminate this Agreement upon thirty (30) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager. City acknowledges and agrees that the annual subscription fee to the Licensed Program is nonrefundable due to termination or non-utilization of part and/or all of the Licensed Program features.

8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**8.5.** Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the

Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Council relative to the Services; and (iii) the City Council enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

9. **Insurance.**

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: ☒.

9.1.5. Cybersecurity Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the City is to be specifically naming the "City of Miami Springs, Florida" as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional

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Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's gross negligence or willful misconduct in the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

    15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

    15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

    16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

    16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

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16.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager provided however that the Consultant may assign this Agreement to a successor to all or substantially all of its business or assets. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

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19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

    24.1. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    24.2. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List,

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

24.3. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**24.4. Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**24.5. Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: □.

28. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    28.1. First Priority: this Professional Services Agreement; then

    28.2. Second Priority: Exhibit A – Consultant Quote and Consultant Terms and Conditions, or other Consultant documents.

**29. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, CYBERSECURITY, AND SECURITY REQUIREMENTS.**

**29.1. Consultant Confidential Information.** Consultant represents that the Services provided contain proprietary products and trade secrets of Consultant. Accordingly, to the full extent permissible under applicable law, City agrees to treat intellectual property within the Services as confidential in accordance with this provision. For any other material submitted to City, Consultant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Consultant contends, constitutes, or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Consultant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Consultant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that

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the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by City, Consultant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to City for records designated by Consultant as Restricted Material or for trade secret material in the Services, City shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Consultant, or the claimed exemption is waived. Any failure by Consultant to strictly comply with the requirements of this section shall constitute Consultant's waiver of City's obligation to treat the records as Restricted Material. Consultant must indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material or materials relating to the Software or the Hosted Service in response to a third-party request.

**29.2. City Confidential Information.** All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Consultant obtains from City in connection with this Agreement, that are made or developed by Consultant in the course of the performance of the Agreement, or in which City holds proprietary rights, constitute "City Confidential Information." All City-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with City (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under applicable law) also constitute "City Confidential Information."

**29.2.1.** City Confidential Information may not, without the prior written consent of City, or as otherwise required by applicable law, be used by Consultant or its employees, agents, subcontractors, or suppliers for any purpose other than for the benefit of City pursuant to this Agreement. Neither Consultant nor its employees, agents, subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any City Confidential Information without the prior written consent of City.

**29.2.2.** Consultant expressly agrees to be bound by and to defend, indemnify, and hold harmless City and its officers and employees from the breach of applicable law by Consultant or its employees, agents, subcontractors, or suppliers regarding the unlawful use or disclosure of City Confidential Information.

**29.2.3.** Upon expiration or termination of this Agreement, or as otherwise demanded by City, Consultant shall immediately turn over to City all City Confidential Information, in any form, tangible or intangible, possessed by Consultant or its employees, agents, subcontractors, or suppliers.

**29.3. Maintenance of Confidential Information.** Each Party shall advise its employees, agents, subcontractors, and suppliers who receive or otherwise

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have access to the other Party's Confidential Information of their obligation to keep such information confidential and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this provision.

**29.4. City Proprietary Rights.** Consultant acknowledges and agrees that City retains all rights, title, and interest in and to all materials, data, documentation, and copies thereof furnished by City to Consultant under this Agreement, including all copyright and other proprietary rights therein, which Consultant as well as its employees, agents, subcontractors, and suppliers may use only in connection with the performance of this Agreement.

**29.5. Consultant Proprietary Rights.** Except for custom work products, if any, City acknowledges that all copies of the Software (in any form) used to provide these Services are the sole property of Consultant or third-party licensor. City shall not have any right, title, or interest to any such Software except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software consistent with maintenance of Consultant's proprietary rights therein.

**29.6. Data and Privacy.** Consultant shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that City data processed, transmitted, or stored by Consultant or in any Consultant system is not accessed, transmitted, or stored outside the United States. Consultant shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes, as amended) that Consultant may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by City. If applicable and requested by City, Consultant shall ensure that all hard drives or other storage devices and media that contained City data have been wiped in accordance with the then-current best industry practices, and that an appropriate data wipe certification is provided to the satisfaction of the City's Chief Information Officer or their designee.

**29.7. Confidential and Exempt Cybersecurity Information.** The parties acknowledge that certain records and information related to cybersecurity, including but not limited to risk assessments, vulnerability analyses, security audits, incident reports, network schematics, and operational or strategic cybersecurity plans, may be confidential and exempt from public disclosure requirements if such disclosure would facilitate unauthorized access to or the unauthorized modification, disclosure, or destruction of data or information technology resources.

**29.7.1.** The Consultant agrees that any such cybersecurity-related information it receives, creates, maintains, or accesses in the course of performing the Services under this Agreement shall be treated as confidential and exempt from public records disclosure in accordance with applicable law. The Consultant shall:

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**29.7.1.1.** Maintain the confidentiality of such records and information; and

**29.7.1.2.** Implement appropriate safeguards consistent with the National Institute of Standards and Technology (NIST) Cybersecurity Framework; and

**29.7.1.3.** Limit access to such records and information to authorized personnel; and

**29.7.1.4.** Notify the City immediately upon becoming aware of any suspected or confirmed breach or unauthorized disclosure of such records; and

**29.7.1.5.** Cooperate fully with the City and the Florida Digital Service, including the Cybersecurity Operations Center, in incident reporting, response, and remediation, as required by law.

**29.7.1.6.** The Consultant further agrees that, in the event any request is made pursuant to Chapter 119, Florida Statutes, for access to any records that may be subject to this exemption, it shall promptly notify the City and not release such records unless directed to do so by the City or by a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

**29.8. Security Requirements.** Consultant, and the products or system used by the Consultant must meet or exceed all security requirements required by the City at all times throughout the duration of this Agreement, unless otherwise expressly approved in writing by the City's Chief Information Officer or their designee. Consultant will cooperate with City and provide any and all information that City may reasonably request to determine appropriate security and network access restrictions and verify Consultant compliance with City security requirements, including as stated in this section.

**29.9. Injunctive Relief; Survival.** The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of these provisions, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under these provisions shall survive the termination of this Agreement or of any license granted under this Agreement.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**CITY OF MIAMI SPRINGS**

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

**Addresses for Notice:**
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
jimenezjc@miamisprings-fl.gov (email)

**With a copy to:**
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

**CONSULTANT**

By: Eyal Feder

Name: Eyal Feder

Title: CEO

Entity: eyal@zencity.io

**Addresses for Notice:**
Zencity Technologies US Inc.
1313 N Market St, Suite 5100
Wilmington, DE 19801
347-708-0074(telephone)
bizops@zencity.io (email)

**With a copy to:**
Noa Fishman
10 Jay st,
Brooklyn, NY 11201
314-207-9106(telephone)
noa.fishman@zencity.io(email)

# E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Nancy M Metallo

Witness #2 Print Name: Christopher Metallo

Signed, sealed and delivered by:

Print Name: Shai Bergman
Title: VP of Finance
Entity Name: Zencity Technologies US Inc

## ACKNOWLEDGMENT

State of Florida
County of Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 22 day of December, 2025, by Shai Bergman (name of person) as VP of Finance (type of authority) for Zencity Technologies US Inc (name of party on behalf of whom instrument is executed).

Notary Public State of Florida
Nancy M Metallo
My Commission HH 499102
Expires 5/21/2028

Signer personally appeared by online notarization and produced identification via OnlineNotary.us

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or
__X__ Produced identification (Type of Identification: Passport)
_____ Did take an oath; or
__X__ Did not take an oath

# AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Zencity Technologies US, Inc, a nongovernmental entity.

3. Zencity Technologies US, Inc does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Nancy Metallo

Witness #2 Print Name: Christopher Metallo

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Print Name: Shai Bergman
Title: VP of Finance
Entity Name: Zencity Technologies US, Inc

## OATH OR AFFIRMATION

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 22nd day of December, 20 25, by Shai Bergman (name of person) as VP of Finance (type of authority) for Zencity Technologies US Inc (name of party on behalf of whom instrument is executed).

Notary Public State of Florida
Nancy M Metallo
My Commission HH 499102
Expires 5/21/2028

Signer personally appeared by online notarization and produced identification via OnlineNotary.us

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or
__X__ Produced identification (Type of Identification: Passport)
__X__ Did take an oath; or

_____Did not take an oath

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# AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

_____
Witness #1 Print Name: Christopher Metallo

_____
Witness #2 Print Name: Nancy M Metallo

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: Shai Bergman
Title: VP of Finance
Entity Name: Zencity Technologies US, Inc.

## OATH OR AFFIRMATION

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 23rd day of December, 20 25, by Shai Bergman (name of person) as VP of Finance (type of authority) for Zencity Technologies US, Inc. (name of party on behalf of whom instrument is executed).

Notary Public State of Florida
Nancy M Metallo
My Commission HH 499102
Expires 5/21/2028

Signer personally appeared by online notarization and produced identification via OnlineNotary.us

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or
X Produced identification (Type of Identification: Passport)
X Did take an oath; or
_____ Did not take an oath

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# EXHIBIT A
# SCOPE OF SERVICES AND INCORPORATED TERMS AND CONDITIONS

The Scope of Services are those contained in the Proposal dated September 3, 2025, attached hereto and incorporated herein by reference.

## ZENCITY ORDER FORM

**Order form #: Q-10969**

**Order form prepared for: City of Miami Springs, FL**

**Order form expiration date: 09-17-2025**

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

| ZENCITY | |
|---|---|
| **Entity (legal) name:** | Zencity Technologies US Inc. |
| **Full address:** | 1313 N Market St, Suite 5100 Wilmington, DE 19801 |
| **Contact:** | Noa Fishman |
| **Phone:** | (314)207-9106 |
| **Email:** | noafishman@zencity.io |

| CUSTOMER | |
|---|---|
| **Entity (legal) name:** | City of Miami Springs, FL |
| **Full address:** | 201 Westward Drive, Miami Springs, FL 33166 |
| **Contact:** | Juan Jimenez |
| **Phone:** | (305) 805-5000 |
| **Email:** | jimenezjc@miamisprings-fl.gov |

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| SKU | Item Name | Description | Yearly List Price | Term | Discount | Yearly Discounted Price |
|---|---|---|---|---|---|---|
| ZC-ECI | Zencity 360 Essentials - Standard | **Community Engagement SaaS Platform for cities with up to 50,000 residents**<br>**Organic - Processing organic feedback on various channels, including**<br>• Unlimited full track of official sources and limited coverage of leading unofficial channels (40 unofficial sources)<br>• Unlimited anomaly highlights, automated reports, digests and media mentions<br>• Limited projects [10]<br>• Publishing and scheduling to social media accounts and collecting engagement analytics on official (agency operated) social media channels<br>**Engage Essentials - Community engagement collaboration and input interface:**<br>• One Engage domain with 3 Active engagement projects<br>• All basic engagement templates with automatic translation to 29 languages<br>• Engage surveys - templated polling with selected language translations | $30,000 | 24 months | 50% | $15,000 |

**Total Billed Yearly** $15,000

**Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.**

| ORDER FORM TERMS | |
|---|---|
| **Effective Date:** | Effective upon execution of the agreement |
| **Initial Term:** | 24 Months commencing on the Effective Date |
| **Fees:** | As outlined in the agreement |
| **Payment Terms:** | The Fees shall be payable on an annual basis within 30 Days of the Effective Date and on each anniversary thereof. |
| **Customer Billing Contact:** | Juan Jimenez<br>jimenezjc@miamisprings-fl.gov<br>(305) 805-5000 |
| **Customer PO # (if applicable):** | |

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# Zencity Terms and Conditions

## 1. SOFTWARE LICENSE & SUPPORT SERVICES

1.1 Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

1.2 Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.

1.3 During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.

1.4 Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited

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by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.

2.2 Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: https://zencity.io/privacy-policy/.

3. **PROPRIETARY RIGHTS**. Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. **CONFIDENTIALITY**. Reserved.

5. **DATA AND MATERIALS LICENSE**.

5.1 Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.

5.2 Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("Customer Materials") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royaltyfree, fully paid-up, and non-exclusive license under any of Customer's intellectual property,

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moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. **FEES**. The fees for the Licensed Program ("Fees") are set forth in the applicable Order Form.

**7. TERM & TERMINATION**

7.1 This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Customer may, after the first year and during the initial three (3) year term, terminate this Agreement for any reason or for no reason, upon sixty (60) days advanced written notice to Zencity. Early termination any time after the first year and during the original three-year term, the Customer shall be responsible for the prorated annual Licensed Program Fee (Term Start Date until the 60th day of the early termination notice).

7.2 **Reserved.**

7.3 Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, warranty disclaimers, and limitations of liability.

8. **WARRANTY AND DISCLAIMER**

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8.1 Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "Personal Data" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR")) or any parallel term in the jurisdiction in which the Licensed Program is being used.

ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.

8.3. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.

9. **LIMITATION OF LIABILITY**. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS

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OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent.

All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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# Zencity Privacy Policy

Zencity Technologies Ltd. (together with its affiliated companies – "**Zencity**", "**we**", "**our**" or "**us**") makes great efforts in making sure that your personal data is kept safe and used properly and responsibly.

This Privacy Policy describes how, with respect to the Zencity software-as-a-service platform (the "**Services**"), we collect, store, use and disclose the following types of personal data:

1. **Sites Usage, Customer Relationship Management (CRM) & Prospect Data** relating to visitors of our website, participants at our events, Customers, partners, and any prospective Customers, partners or candidates who visit or otherwise interact with any of our websites, online ads and content, emails or other communications under our control ("**Sites**").

2. **User Data** relating to individuals who are employed or engaged by Zencity's customers, such as municipalities or local councils ("**Customer**") who use the Services ("**User(s)**").

3. **Data Collected on Behalf of Customers**

3.1 **Resident Data** relating to individuals ("**Residents**") who engage with municipal services such as resident requests submitted to city hotlines (e.g. 311 services), social-media activity involving the municipality or local council (e.g. posts, comments, interactions and tweets from different social media platforms such as Facebook, Twitter, Instagram and NextDoor);

3.2 **Content Data** relating to individuals referred to within Resident Data (for example, if a Resident posts about their mayor on social media, the information relating to the mayor) or local media reports ("**Referred Individual(s)**"); and

3.2 **Survey Data** relating to individuals who participate in surveys that we send on our own behalf or on behalf of our Customers.

Specifically, this Privacy Policy describes our practices regarding the following with respect to our Services:

1. Data Collection
2. Data Uses
3. Data Location & Retention
4. Data Sharing
5. Cookies And Tracking Technologies
6. Communications
7. Data Security
8. Data Subject Rights
9. Data Controller/Processor
10. Additional Notices & Contact Details

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**If you are a User, Site visitor, Resident, Referred Individual, or prospective Customer, event participant, partner or investor ("you"), please read this Privacy Policy carefully and make sure that you fully understand and agree to it.**

You are not legally required to provide us with any personal data, and you are free to do so or not to do so. If you are a User who does not wish to provide us with your personal data, or to have it processed by us or any of our Service Providers (defined below), please refrain from accessing, using or registering to our Services. If you have been registered to our Services, or if your personal data has been submitted to our Services by one of our Customers, we suggest that you contact your organizational account administrator with any questions or to let them know that you would not like to be registered by them to the Services.

1. Data Collection

We collect and process various types of personal data regarding Residents, Users, Customers, Prospective Customers and visitors to our Sites. Such data is collected and generated through interactions with us or with our Sites or Service, through automatic means, or directly from you, from other Users, from our Customers, or from other third parties (including social media platforms and our Service Providers, as defined below). Specifically, we collect the following categories of data (which, to the extent it relates to an identified or identifiable individual, is deemed as "**personal data**"):

1.1 **Sites Usage, CRM & Prospect Data**. We may collect and generate the following types of personal data concerning our website visitors, Customers, partners and prospective Customers (collectively, "**Non-Services Related Data**").

1.1.1 **Sites Usage Data** – connectivity, technical and aggregated usage data, such as user agent, IP addresses, device data (like device type, OS, device ID, browser version, locale and language settings used), activity logs, session recordings, and the cookies and pixels installed or utilized on our Sites and/or a user's device;

1.1.2 **Business Account Data** – contact details, contractual and billing details relating to our Customers and partners, which may also contain the details of their internal points of contact who directly engage with Zencity on behalf of their organization (e.g. the account administrators, billing contacts and authorized signatories on behalf of the Customer or partner, as well as the needs and preferences of the Customer or partner, as identified to us or recognized via our engagement with them);

1.1.3 **CRM and Prospective Customer Data** – contact and business details, our communications with Customers and prospective Customers (correspondence, call and video recordings, call transcripts, and analyses thereof), as well as any needs, preferences, attributes and insights relevant to our potential engagement.

We collect the above Non-Services Related Data either automatically, through the data subject's interaction with us or with our Sites or Services; or through third party services,

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social media, analytics tools, events we organize or participate in, and other business initiatives.

1.2 **User Data.** Zencity collects data on Customer's Users who use the Services.

1.2.1. **Account Data-** full name, email address, job title, municipality/local council name, telephone number, profile picture, demographic information such as location, post code and any content a User might upload to the Services.

1.2.2. **Usage Information** – connectivity, technical and aggregated usage data and activity logs, log-in and log-out time, IP addresses, device and mobile app data (such as type, OS, device ID, app version, browser version, locale, time-zone and language settings used), session recordings and analytics, and the cookies and pixels installed or utilized on the device.

1.3 **Data Collected on Behalf of Customers**. We process "Survey Data" as a "Data Processor". For more information on this distinction see section 9 below.

1.3.1 **Resident Data.** Zencity collects or receives the following personal data relating to Residents who engage with municipal services on the following platforms:

- 
    - 
        - City hotline information (e.g. 311 reports) – full name, address and contact information such as mobile phone number and email address, demographic information such as location, contact details and details regarding the content of the report (location, subject matter and additional information provided by the Resident).
        - Social media information – name, social media handle (which is later hashed), content uploaded to social media platform (e.g. posts, comments, interactions and tweets from social media platforms such as Facebook, Twitter, and Instagram, both if made publicly available on the relevant platform or if contained in a group to which Zencity is granted access), time- and date-stamps and other metadata relating to social media posts. At the direction of the applicable Customer, this may be stored in a fully anonymous manner, or it may remain linked to the original post.

1.3.2 **Content Data**. Zencity collects the following personal data relating to Referred Individuals from the following sources:

- 
    - 
        - City hotlines information (e.g. 311 reports), social media activity and community surveys – Name and other identifying information which is provided by Residents and contained in any Resident Data referred to in (i) above.

- Local media – Name and other identifying information contained in news publications and broadcast media (e.g. online news websites, public forums, etc.).

1.3.3. **Survey Data**. Zencity collects data by way of surveys sent to Residents on behalf of Customers, which includes the following personal data:

- 
- 
  - Cookies and fingerprints – We collect cookie data and fingerprint data of respondents to surveys.
  - Survey responses – We collect the answers to survey questions being asked. Note that this data is stored in an anonymous manner and is analyzed in an aggregate form for statistical purposes. Survey responses will not be linked to any identifying information.
  - Email addresses – Survey respondents may choose to provide their email addresses so that we can send them additional surveys in the future, however the email addresses will not be linked to the survey responses.

To the extent that any of the above-mentioned data pertains only to a non-human entity (e.g., the phone number or bank account of a company or business), we will not regard it as “personal data” and this Privacy Policy will not apply to it.

When it comes to data concerning Residents or Referred Individuals, we make extensive efforts to minimize the personal data we collect, remove any personal data which we detect and determine we don’t need, and redact/hash/pseudonymized data that we analyze and share with Customers. For example, we do not display social media handles from data collected through social media. Similarly, when we process city hotline data, we do not collect the contact fields, such as email address or phone number. However, please note that in some cases we will collect personal data. For example, if the content of a message (as opposed to the information fields) sent to the city includes personal data, we are unable to detect or anonymize this information. That said, this personal data is not included in our analytics and, to the extent we process it, we do so solely on our Customer’s behalf and at its discretion as a data processor. For more information on the distinction between a data controller and a data processor please refer to section 9.

2. Data Uses

We use personal data as necessary for the following purposes and in reliance on the following legal bases:

Data processing instructions as provided by the Customer as the ‘data controller’.

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| **Resident Data, Content Data & User Data** | |
|---|---|
| **Purpose** | **Legal basis for processing** |
| Providing our Customers with our Services, including analysis and insights based on Residents' feedback on various platforms. | Customer assumes the role of a 'data controller' and Zencity that of a 'data processor'. As such the legal basis is established by the Customer. |
| To create aggregated data, anonymized or pseudonymized data and/or de-identified Data. | Data processing instructions as provided by the Customer as the 'data controller'. |
| To comply with applicable laws and regulations. | Compliance with legal obligations |
| **User, Sites, CRM & Prospect Data** | |
| **Purpose** | **Legal basis for processing** |
| To facilitate, operate, and provide our Service. | • Performance of a Contract |
| To authenticate the identity of our Users, and to allow them to access our Service. | • Performance of a Contract |
| To provide our visitors, Users and Customers with assistance and support. | • Performance of a Contract |
| To evaluate and develop new features, technologies, and improvements to the Service. | • Legitimate Interest |
| To facilitate and optimize our marketing campaigns, ad management and sales operations, and to manage and deliver advertisements for our products and services more effectively, including on other websites and applications. | • Legitimate Interest |
| To explore and pursue growth opportunities by facilitating a stronger local presence and tailored experiences. | • Legitimate Interest |
| To contact our Site visitors, Users and Customers (whether existing or prospective) with general or personalized service-related messages, as well as promotional messages that may be of specific interest to them. | • Legitimate Interest |

| | |
|---|---|
| To facilitate, sponsor and offer certain events, contests and promotions. | Depending on the event, either<br>• Legitimate Interest or<br>• Consent |
| To publish your feedback and submissions to our Sites, public forums and blogs. | • Consent |
| To support and enhance our data security measures, including for the purposes of preventing and mitigating the risks of fraud, error or any illegal or prohibited activity. | • Legitimate Interest |
| To create aggregated data, inferred non-personal data or anonymized or pseudonymized data (de-identified data), which we or our business partners may use to provide and improve our respective services, conduct research, or for any other purpose. | • Legitimate Interest |
| To comply with applicable laws and regulations. | • Compliance with legal obligations |

If you reside or are using the Services in a territory governed by privacy laws under which "consent" is the only or most appropriate legal basis for the processing of personal data (in general, or specifically with respect to the types of personal data you expect or elect to process or have processed by or via the Services, e.g. 'special categories' under the GDPR), your acceptance of this Privacy Policy will be deemed as your consent to the processing of your personal data for all purposes detailed in this Policy. If you wish to revoke your consent, please contact us at privacy@zencity.io.

3. Data Location & Retention

3.1 **Data Location**: Your personal data may be maintained, processed and stored by us and our authorized Service Providers in multiple locations, including in Israel, the United States and Europe, as reasonably necessary for the proper performance and delivery of our Services, or as may be required by law.

While privacy laws may vary between jurisdictions, Zencity and its Service Providers are each committed to protect personal data in accordance with this Privacy Policy, customary industry standards, and such appropriate lawful mechanisms and contractual terms requiring adequate data protection, regardless of any lesser legal requirements that may apply in the jurisdiction to which such data is transferred.

Zencity Technologies Ltd. is headquartered in Israel, a jurisdiction which is recognized by the European Commission and the UK as offering an adequate level of protection for the personal data of UK and EEA residents. We transfer personal data from the EEA and the UK to Israel on this basis. For data transfers from the EEA or UK to countries

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which are not considered to be offering an adequate level of data protection, we and the relevant data exporters and importers have entered into Standard Contractual Clauses as approved by the European Commission and the UK. You can obtain a copy by contacting us at privacy@zencity.io.

3.2 **Data Retention**: We will retain your personal data for as long as it is reasonably necessary for us to maintain our relationship with You and provide our Customers with our Services and offerings; in order to comply with our legal and contractual obligations; or to protect ourselves from, or defend, any potential or actual disputes (i.e. as required by laws applicable to log-keeping, records and bookkeeping, and in order to have proof and evidence concerning our relationship, should any legal issues arise following your discontinuance of use), all in accordance with our contractual terms and data retention policy.
Please note that except as required by applicable law or our specific agreements with you, we will not be obligated to retain your personal data for any particular period, and we are free to securely delete it or restrict access to it for any reason and at any time, with or without notice to you. If you have any questions about our data retention policy, please contact us by e-mail at privacy@zencity.io.

4. Data Sharing

4.1 **Legal Compliance**: In exceptional circumstances, we may disclose or allow government and law enforcement officials access to your personal data, in response to a subpoena, search warrant or court order (or similar requirement) and where such disclosure is necessary to comply with applicable laws and regulations. Such disclosure or access may occur if we believe in good faith that: (a) we are legally compelled to do so; or (b) disclosure is appropriate in connection with efforts to investigate, prevent, or take action regarding actual or suspected illegal activity, fraud, or other wrongdoing; or (c) such disclosure is required to protect the security or integrity of our Services. Furthermore, amongst our Customers are municipalities and councils. Such entities may be required, due to local laws (e.g. freedom of information laws) to disclose certain information. Such requests may cover information held by us. If we receive such a request we will comply with our Customer's instruction and applicable law.

4.2 **Service Providers**: We engage selected third-party companies and individuals to perform services complementary to our own. Such service providers provide hosting and server co-location services, communications and content delivery networks ("CDNs"), billing and payment processing services, data and cyber security services, fraud detection and prevention services, web and mobile analytics, e-mail, text messages and web/mobile notification distribution, monitoring and analytics services, data optimization and marketing services, social and advertising networks, content providers, e-mail, voicemails, support and customer relation management systems, call and session recording services, and our legal, financial and compliance advisors (collectively, "**Service Providers**").

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4.2.1 These Service Providers may have access to your personal data, depending on each of their specific roles and purposes in facilitating and enhancing our Services, and may only use it for such limited purposes as determined in our agreements with them. Should you decide to directly engage with any of our Service Providers, please note that such engagement is beyond the scope of our Terms and Conditions and Privacy Policy and will therefore be covered by our Service Provider's terms and policies.

4.2.2 Our Service Providers are "data processors" in circumstances where we assume the role of "data controller"; and where we act as the "data processor" for our business Customer, the Service Provider is our "sub-processor" (as further described in Section 9 below).

4.3 **Third Party Websites and Services**: Our Services may also include links to third-party websites, and integrations with third party services. These websites and third-party services, and any information you process, submit, transmit or otherwise use with such websites and third-party services, are governed by the third party's terms and privacy practices and policies, and not by this Privacy Policy. We encourage you to carefully read the terms and privacy policies of such website and third-party services.

4.4 **Sharing Personal Data with our Customers**: We may share a User's personal data with the Customer who owns the account with which a User is associated, including data and communications, concerning the use of the Services or other interactions with us. In such cases, sharing this data means that the account's administrator(s) or other individuals in the organization (e.g. the IT team) may access it on behalf of our Customer, and will be able to monitor and review data concerning your interaction with our Services, as well as access any personal data that you submitted to the Service.

4.5. **Protecting Rights and Safety**: We may share your personal data with others if we believe in good faith that this is necessary to protect the rights, property or personal safety of Zencity, any of our users, partners or Customers, or any members of the general public.

4.6 **Our Subsidiaries and Affiliated Companies**: We may share personal data internally within our group of companies, for the purposes described in this Privacy Policy. In addition, should we or any of our subsidiaries or affiliates undergo, or propose to undergo, any change in control or ownership, including by means of merger, acquisition or purchase of substantially all or part of our assets, your personal data may be shared with the parties involved in such an event, including in negotiations for such a transaction.
For the avoidance of doubt, we may share your personal data in additional manners, pursuant to your explicit approval, or if we have successfully rendered such data non-personal and anonymous. We may transfer, share or otherwise use non-personal data at our sole discretion and without the need for further approval.

5. Cookies And Tracking Technologies

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5.1 Cookies are packets of information sent to your web browser and then sent back by the browser each time it accesses the server that sent the cookie. Some cookies are removed when you close your browser session. These are “Session Cookies”. Some last for longer periods and called “Persistent Cookies”. We use both types.

5.2 We use Persistent Cookies to remember your log-in details and make it easier for you to log-in the next time you access the Services. We may use this type of cookies and Session Cookies for additional purposes, to facilitate the use of the Services’ features and tools.
5.3 Every browser allows you to manage your cookies preferences. Please bear in mind that disabling cookies may complicate or even prevent you from using certain parts of features of the Services.

5.4 For more information, please review our Cookie Policy.

5.5 If you are a User, visitor to our Sites, or a respondent to a survey, we also use analytics tools such as Google Analytics. These tools help us understand your behavior on our Services, including by tracking page content, and click/touch, movements, scrolls and keystroke activities. Further information about the privacy practices of Google Analytics is available at: https://policies.google.com/technologies/partner-sites

5.6 Further information about your option to opt-out of Google Analytics services is available at: https://tools.google.com/dlpage/gaoptout

5.7 Please note that if you get a new computer or device, install a new browser, erase or otherwise alter your browser’s cookie file (including upgrading certain browsers), you may also clear the opt-out cookies installed once you opt-out, so an additional opt-out will be necessary to prevent additional tracking.

6. Communications

6.1 **Service Communications**: If you are a User, we may send you notifications (through any of the means available to us, including by email, SMS and mobile notifications) of changes or updates to our Services, billing issues, service changes, etc. You can control some of these notifications settings. However, please note that you will not be able to opt-out of receiving certain service communications which are integral to the operation of our Services and their use (like billing notices).

6.2 **Promotional Communications**: If you are a User or a prospective Customers or partner, we may also notify you about new features, additional offerings, better ways to use the Services, events and special opportunities or any other information we think you will find valuable. We may provide such notices through any of the contact means available to us (e.g. phone, SMS, mobile notifications or e-mail), through the Services, or through our marketing campaigns on any other sites or platforms.

If you do not wish to receive such promotional communications, you can notify us at any time by writing to privacy@zencity.io, or by following the “unsubscribe”, “stop”, “opt-out” or “change e-mail preferences” instructions contained in the promotional communications you receive.

7. Data Security

We and our hosting services implement systems, applications and procedures to secure your personal data, and to reduce the risks of theft, damage, loss of data, or unauthorized access or use of personal data. These measures provide sound industry standard security. However, although we make efforts to protect your privacy, we cannot guarantee that the Services will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse.

8. Data Subject Rights

Individuals have rights concerning their personal data. If you wish to exercise your privacy rights under any law applicable to you, including the EU General Data Protection Regulation (“GDPR”) or the California Consumer Privacy Act (“CCPA)”, such as, to the extent applicable, the right to know/request access to (specific pieces of personal data collected; categories of personal data collected; categories of sources from whom the personal data was collected; purpose of collecting personal data; categories of third parties with whom we have shared personal data), and rectification or erasure of your Personal Data held by Zencity, or to restrict or object to your Personal Data’s processing (including the right to direct us not to sell our Personal Data to third parties now or in the future), or to exercise your rights to portability with respect to your Personal Data or your right to equal services and prices (e.g. freedom from discrimination) (each if and to the extent available to you under the laws which apply to you) – please contact us at: privacy@zencity.io. Please note that in certain circumstances Zencity may be acting as a data processor on behalf of its Customer. In such a case, we will refer your request to our Customer for the fulfillment of your request. If you are a GDPR-protected individual, you also have the right to lodge a complaint with the relevant supervisory authority in the EU or the UK, as applicable.

8.1 Please note that when you ask us to exercise any of your rights under this policy or applicable law, we may need to ask you to provide us certain credentials to make sure that you are who you claim you are, to avoid disclosure to you of personal data related to others and to ask you to provide further information to better understand the nature and scope of data that you request to access. Such additional data will be then retained by us for legal purposes (e.g. as proof of the identity of the person submitting the request), in accordance with Section 3 above.

8.2 We may redact from the data which we will make available to you, any personal data related to others.

9. Data Controller/Processor

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**Data Controller/Processor.** Certain data protection laws and regulations, such as the GDPR or the CCPA distinguish between two main roles of parties processing Personal Data: the "**data controller**" (or under the CCPA, "**business**"), who determines the purposes and means of processing; and the "**data processor**" (or under the CCPA, "**service provider**"), who processes the data on behalf of the data controller (or business). Below we explain how these roles apply to our Services, to the extent that such laws and regulations apply.

9.1 **Zencity is the "Data Controller" or "Business" of User Data, Survey Data and Non-Services Related Data**, and assumes the responsibilities of a data controller (solely to the extent applicable under law), as set forth in this Privacy Policy. In such instances, our Service Providers processing such data will assume the role of "**data processor**".

9.2 **Zencity is the "Data Processor" or "Service Provider" of Resident Data and Content Data**, which we process on behalf of our Customer (who is the "data controller" or "business" with respect to such data); and our Service Providers and our affiliated companies who process such Customer Data on our behalf are the "**sub-processors**" of such data. Our activity is conducted strictly in accordance with our Customer's lawful instructions and as further stipulated in our DPA and other commercial agreements with such Customer. The Customer, as controller of such data, will be responsible for meeting any legal requirements applicable to data controllers (such as establishing a legal basis for processing and responding to Data Subject Rights requests concerning the data they control).

10. Additional Notices & Contact Details

10.1. **Updates and Amendments**: We may update and amend this Privacy Policy from time to time by posting an amended version on our Services. The amended version will be effective as of the date it is published. We will provide prior notice if we believe any substantial changes are involved via any of the communication means available to us or via the Services. After such notice period, all amendments shall be deemed accepted by you.

10.2. **California Requirements**: This policy describes the categories of personal information we may collect and the sources of such information (in Section 1 above), our retention (Section 3), and deletion (Section 8) practices. We also included information about how we may process your information (Sections 2 through 6), which includes for "business purposes" under the CCPA. We do not sell your personal information for the intents and purposes of CCPA. We may disclose personal information to third parties or allow them to collect personal data from our Services as described in Section 4 above, if those third parties are authorized Service Providers or business partners who have agreed to our contractual limitations as to their retention, use, and disclosure of such personal data, or if you integrate the services of third parties with our Services, or direct us to disclose your personal data to third parties, or as

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otherwise described in Section 4 above. If you have any questions or would like to exercise your rights under the CCPA, you can contact privacy@zencity.io.

10.3. **External Links**: While our Services may contain links to other websites or services, we are not responsible for their privacy practices. We encourage you to pay attention when you leave our Services for the website or application of such third parties, and to read the privacy policies of each and every website and service you visit. This Privacy Policy applies only to Zencity's Services.

10.4. **Our Services are not designed to be used by children under the age of 18:** Our Services are not designed to be used by children under the age of 18 and we do not knowingly collect personal data from children and do not wish to do so. If we learn that a person under the age of 18 is using the Services, we will attempt to prohibit and block such use and will make our best efforts to promptly delete any personal data stored with us regarding such a child. If you believe that we might have any such data, please contact us by e-mail at privacy@zencity.io.
10.5. **UK Representative** Prighter Ltd. has been designated as Zencity's representative in the United Kingdom for data protection matters pursuant to Article 27 of the UK GDPR. Prighter may be contacted on matters related to the processing of personal data of residents of the UK, at https://prighter.com/q/17328186 20 Mortlake High Street, London, SW14 8JN, UNITED KINGDOM.

10.6. **Questions, concerns or complaints**: If you have any comments or questions regarding our Privacy Policy, or if you have any concerns regarding your personal data held with us, please contact us at: privacy@zencity.io.
Effective Date: March 2025

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***Security & Compliance Note:***
Zencity has successfully completed its SOC 2 Type II audit, demonstrating our ongoing commitment to the highest standards of security, availability, and privacy.

**RESOLUTION NO. 2026- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CALLING A SPECIAL ELECTION ON APRIL 7, 2026 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI SPRINGS, FLORIDA, A CHARTER AMENDMENT; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS,** the purpose of the Northwest 36th Street District in the City of Miami Springs (the "City") is to provide for successful commercial operations; and

**WHEREAS,** the purpose of the Abraham Tract District is to encourage large-scale development for a wide range of compatible and complimentary uses that are not permitted elsewhere in the City; and

**WHEREAS,** properties in these zoning districts have become increasingly dilapidated and are creating conditions that negatively affect the public health, safety, and general welfare of the City's residents and visitors and which demand the commitment of a disproportionate amount of police resources; and

**WHEREAS,** the City Council commenced a community-driven project known as the "Activate Southeast Miami Springs Project" to evaluate ways to transform the NW 36th Street and Abraham Tract zoning districts into vibrant, connected, and welcoming districts; and

**WHEREAS,** as part of the Activate Southeast Miami Springs Project, the City conducted various stakeholder interviews, community workshops, and Council workshops to evaluate existing conditions and potential frameworks to encourage redevelopment within the NW 36th Street and Abraham Tract zoning districts, including:

- April through May 2024 – Stakeholder interviews;
- June 24, 2024 – Council presentation relating to stakeholder input and exploration of existing conditions;

- May 8, 2025 – Council presentation on the existing conditions and Council input;
- August 18 & 25, 2025 – Council presentation on the framework for potential changes;
- September 2-22, 2025 – Online survey on a framework for potential changes;
- September 24, 2025 – Council Workshop (Part 1) regarding recommended strategies and actions;
- October 6, 2025 – Council Workshop (Part 2) regarding recommended strategies, actions, and priorities

; and

**WHEREAS,** as a result of the Activate SE Miami Springs Project, the City Council has determined that the successful redevelopment of properties in the NW 36th Street and Abraham Tract zoning district will require a mix of uses, including residential components, to support new development; and

**WHEREAS,** residential uses in the NW 36th Street and Abraham Tract zoning districts are effectively prohibited because Section 1.04(6) of the City Charter currently provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height, making any redevelopment economically unfeasible; and

**WHEREAS,** on January 26, 2026, the City Council determined that an amendment to the City Charter (the "Charter Amendment") should be presented for consideration by the City's electorate at an April 7, 2026 special election in order to commence the implementation of the Activate Southeast Miami Springs Project by exempting buildings east of East Drive within the NW 36th Street and Abraham Tract zoning districts from the height limitations of Section 1.04(6) of the Charter; and

**WHEREAS**, pursuant to the City's Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the City is required to submit the Charter Amendment to the electors of the City for approval or rejection.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Calling Special Election.** That a special election is hereby called to be held on Tuesday, April 7, 2026, to present to the qualified electors of the City of Miami Springs the ballot questions provided in Section 4 of this Resolution. The City Council may, by resolution, alter the date of the special election in the event that the City Council finds that unforeseen circumstances require it to do so.

**Section 3. Charter Amendments.** That pursuant to the City's Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade County, the City Charter of the City of Miami Springs, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein.

**Section 4. Form of Ballot.**

a. That the form of ballot for the Charter Amendments provided for in Section 3 of this Resolution shall be substantially as follows:

**1. Activating Southeast Springs by Removing Residential Height Restrictions in Specified Zoning Districts**

The City Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

It is proposed to exempt buildings with residential units east of East Drive in the NW 36th Street and Abraham Tract zoning districts from the Charter's existing height and story limits.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

b. That the City Council may revise the ballot form which is set forth above by Resolution; provided, however, that the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to reorder the ballot questions in their discretion without further action of the City Council.

**Section 5. Balloting.** Balloting shall be conducted on Tuesday, April 7, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for City elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The City Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The City Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

**Section 6. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, March 1, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, March 15, 2026), and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION"**

**NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026-_____ A SPECIAL ELECTION HAS BEEN CALLED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA (THE "CITY") TO BE HELD WITHIN THE CITY ON TUESDAY, APRIL 7, 2026 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI SPRINGS THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:**

**1. Activating Southeast Springs by Removing Residential Height Restrictions in Specified Zoning Districts**

The City Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

It is proposed to exempt buildings with residential units east of East Drive in the NW 36th Street and Abraham Tract zoning districts from the Charter's existing height and story limits.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

**The full text of the proposed City Charter Amendments is available at the office of the City Clerk located at City of Miami Springs, 201 Westward Drive, Second Floor, Miami Springs, FL 33166.**

**/s/ Erika Gonzalez, MMC**
**City Clerk"**

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendments are on file at the offices of the City Clerk located at City of Miami Springs, City Hall, 201 Westward Drive, Second Floor, Miami Springs, FL 33166, and are available for public inspection during regular business hours.

**Section 8. Effectiveness of Charter Amendments.**

a. That each of the Charter Amendments which are provided for in Sections 3 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and shall be considered adopted and effective upon certification of election results.
b. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that some, but not all, of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter, including the

revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter Amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

c. That following the adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9. Inclusion in the Charter.** Subject to the requirements of Section 8 above, it is the intention of the City Council and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Miami Springs and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts.** That in the event that the provisions of this Resolution conflict with any other City Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That this Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Walter Fajet | _____ |
| Vice Mayor Joseph Dion | _____ |
| Councilmember Fabian Perez-Crespo | _____ |
| Councilmember Jorge Santin | _____ |
| Councilmember Orlando Lamas | _____ |

PASSED AND ADOPTED this __ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

# EXHIBIT A

## PROPOSED REVISIONS AND AMENDMENTS TO CITY CHARTER

**The following document contains proposed revisions and amendments to the City of Miami Springs Charter as proposed by the City Council.**

Additions to the text are shown in highlighted underline and deletions are shown in highlighted ~~strikethrough~~.

# CHARTER

## ARTICLE I. POWERS

* * *

### Sec. 1.04. Limitation of powers.

The powers of the city, in addition to limitations imposed by law, are further limited as follows:

(1) The city may not otherwise dispose of that part of its real property now, or hereinafter held for parks, playgrounds, or other recreational facilities, except by ordinance passed by ⅘ vote of the City Council, after 2 public hearings.

(2) The Council shall have and exercise all powers of the city not specifically conferred upon other officers and employees. It may delegate any power except the power to fix the rate of taxes, enact ordinances and resolutions, incur indebtedness, adopt a budget and appropriate money.

(3) The Council may, by majority vote after 2 public hearings, change any existing zoning classification within the city, provided that notice of such proposed zoning change shall first be given to the inhabitants of the city in the following manner:

(a) Notice of each public hearing shall be published at least 10 days prior to each hearing in a newspaper of general circulation within the city.

(b) The entire text of the proposed zoning change shall be posted in a prominent place in public buildings for a period of at least 2 weeks prior to the date of the first newspaper publication, as follows:

(1) City hall,

(2) Recreation center gymnasium,

(3) The field house, and

(4) Any other building(s) designated by Council.

(c) Notice of the proposed zoning change shall be mailed to the electors of the city in accordance with the then most current voters registration list, which list shall be maintained as available to the public by the City Manager, and the cost of such mailing shall be borne by the applicant for such zoning change.

(4) The City of Miami Springs shall not issue ad valorem bonds the outstanding total amount of which shall obligate the city in excess of 15 percent of the assessed valuation of the real property within the City of Miami Springs for the total outstanding amount of said bonds issued by the city.

(5) No portion of the Miami Springs Golf and Country Club Property, which is more particularly described in Official Records Book 17843, Pages 4410—4415, of the Miami-Dade County Public Records, shall be leased for any single period in excess of 5 years, re-zoned, sold, or otherwise conveyed, without first being approved and authorized by a majority of the qualified city electors voting in an election to consider any such actions.

(6) Any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40-feet in height. The foregoing limitations shall not apply to buildings with residential units east of East Drive in the NW 36th Street and Abraham Tract zoning districts, as those districts may be amended from time to time by ordinance.

**RESOLUTION NO. 2026- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, CALLING A SPECIAL ELECTION ON APRIL 7, 2026 FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI SPRINGS, FLORIDA, A CHARTER AMENDMENT; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS,** the purpose of the Northwest 36th Street District in the City of Miami Springs (the "City") is to provide for successful commercial operations; and

**WHEREAS,** the purpose of the Abraham Tract District is to encourage large-scale development for a wide range of compatible and complimentary uses that are not permitted elsewhere in the City; and

**WHEREAS,** properties in these zoning districts have become increasingly dilapidated and are creating conditions that negatively affect the public health, safety, and general welfare of the City's residents and visitors and which demand the commitment of a disproportionate amount of police resources; and

**WHEREAS,** the City Council commenced a community-driven project known as the "Activate Southeast Miami Springs Project" to evaluate ways to transform the NW 36th Street and Abraham Tract zoning districts into vibrant, connected, and welcoming districts; and

**WHEREAS,** the City Council commenced a community-driven project known as the "Activate Southeast Miami Springs Project" to evaluate ways to transform the NW 36th Street and Abraham Tract zoning districts into vibrant, connected, and welcoming districts; and

**WHEREAS,** as part of the Activate Southeast Miami Springs Project, the City conducted various stakeholder interviews, community workshops, and Council workshops

to evaluate existing conditions and potential frameworks to encourage redevelopment within the NW 36th Street and Abraham Tract zoning districts, including:

- April through May 2024 – Stakeholder interviews;
- June 24, 2024 – Council presentation relating to stakeholder input and exploration of existing conditions;
- May 8, 2025 – Council presentation on the existing conditions and Council input;
- August 18 & 25, 2025 – Council presentation on the framework for potential changes;
- September 2-22, 2025 – Online survey on a framework for potential changes;
- September 24, 2025 – Council Workshop (Part 1) regarding recommended strategies and actions;
- October 6, 2025 – Council Workshop (Part 2) regarding recommended strategies, actions, and priorities

; and

**WHEREAS,** as a result of the Activate SE Miami Springs Project, the City Council has determined that the successful redevelopment of properties in the NW 36th Street and Abraham Tract zoning district will require a mix of uses, including residential components to support new development; and

**WHEREAS,** residential uses in the NW 36th Street and Abraham Tract zoning districts are effectively prohibited because Section 1.04(6) of the City Charter currently provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height, making any redevelopment economically unfeasible; and

**WHEREAS,** on January 26, 2026, the City Council determined that an amendment to the City Charter (the "Charter Amendment") should be presented for consideration by the City's electorate at an April 7, 2026 special election in order to commence the implementation of the Activate Southeast Miami Springs Project by exempting the NW 36th Street and Abraham Tract zoning districts from the height limitations of Section 1.04(6) of the Charter; and

**WHEREAS**, pursuant to the City's Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the City is required to submit the Charter Amendment to the electors of the City for approval or rejection.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Calling Special Election.** That a special election is hereby called to be held on Tuesday, April 7, 2026, to present to the qualified electors of the City of Miami Springs the ballot questions provided in Section 4 of this Resolution. The City Council may, by resolution, alter the date of the special election in the event that the City Council finds that unforeseen circumstances require it to do so.

**Section 3. Charter Amendments.** That pursuant to the City's Home Rule powers and Section 6.03 of the Home Rule Charter of Miami-Dade County, the City Charter of the City of Miami Springs, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein.

**Section 4. Form of Ballot.**

a. That the form of ballot for the Charter Amendments provided for in Section 3 of this Resolution shall be substantially as follows:

**1. Activating Southeast Springs by Removing Residential Height Restrictions in Specified Zoning Districts**

The City Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

It is proposed to exempt buildings with residential units in the NW 36th Street and Abraham Tract zoning districts from the Charter's existing height and story limits.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

b. That the City Council may revise the ballot form which is set forth above by Resolution; provided, however, that the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to reorder the ballot questions in their discretion without further action of the City Council.

**Section 5. Balloting.** Balloting shall be conducted on Tuesday, April 7, 2026, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for City elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified City electors who are timely registered in accordance with law shall be entitled to vote. The City Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The City Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The City Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

**Section 6. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the City at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, March 1, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, March 15, 2026), and shall be in substantially the following form:

**"NOTICE OF SPECIAL ELECTION"**

**NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2026-_____ A SPECIAL ELECTION HAS BEEN CALLED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA (THE "CITY") TO BE HELD WITHIN THE CITY ON TUESDAY, APRIL 7, 2026 FROM**

**7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI SPRINGS THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:**

**1. Activating Southeast Springs by Removing Residential Height Restrictions in Specified Zoning Districts**

The City Charter provides that any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40 feet in height.

It is proposed to exempt buildings with residential units in the NW 36th Street and Abraham Tract zoning districts from the Charter's existing height and story limits.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

**The full text of the proposed City Charter Amendments is available at the office of the City Clerk located at City of Miami Springs, 201 Westward Drive, Second Floor, Miami Springs, FL 33166.**

**/s/ Erika Gonzalez, MMC**
**City Clerk"**

**Section 7. Copies.** That copies of this Resolution proposing the Charter Amendments are on file at the offices of the City Clerk located at City of Miami Springs, City Hall, 201 Westward Drive, Second Floor, Miami Springs, FL 33166, and are available for public inspection during regular business hours.

**Section 8. Effectiveness of Charter Amendments.**

a. That each of the Charter Amendments which are provided for in Sections 3 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption, and shall be considered adopted and effective upon certification of election results.

b. That the City Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised City Charter. Further, that in the event that

some, but not all, of the Charter Amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the City Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter Amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

c. That following the adoption of the Charter Amendments, the City Clerk shall file the adopted Charter Amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

**Section 9. Inclusion in the Charter.** Subject to the requirements of Section 8 above, it is the intention of the City Council and it is hereby provided that the Charter Amendments shall become and be made a part of the Charter of the City of Miami Springs and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

**Section 10. Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

**Section 11. Conflicts.** That in the event that the provisions of this Resolution conflict with any other City Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

**Section 12. Effective Date.** That this Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Walter Fajet _____

Vice Mayor Joseph Dion _____
Councilmember Fabian Perez-Crespo _____
Councilmember Jorge Santin _____
Councilmember Orlando Lamas _____

PASSED AND ADOPTED this ___ day of _____, 2026.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

# EXHIBIT A

## PROPOSED REVISIONS AND AMENDMENTS TO CITY CHARTER

**The following document contains proposed revisions and amendments to the City of Miami Springs Charter as proposed by the City Council.**

Additions to the text are shown in highlighted underline and deletions are shown in highlighted ~~strikethrough~~.

# CHARTER

## ARTICLE I. POWERS

* * *

### Sec. 1.04. Limitation of powers.

The powers of the city, in addition to limitations imposed by law, are further limited as follows:

(1) The city may not otherwise dispose of that part of its real property now, or hereinafter held for parks, playgrounds, or other recreational facilities, except by ordinance passed by ⅘ vote of the City Council, after 2 public hearings.

(2) The Council shall have and exercise all powers of the city not specifically conferred upon other officers and employees. It may delegate any power except the power to fix the rate of taxes, enact ordinances and resolutions, incur indebtedness, adopt a budget and appropriate money.

(3) The Council may, by majority vote after 2 public hearings, change any existing zoning classification within the city, provided that notice of such proposed zoning change shall first be given to the inhabitants of the city in the following manner:

(a) Notice of each public hearing shall be published at least 10 days prior to each hearing in a newspaper of general circulation within the city.

(b) The entire text of the proposed zoning change shall be posted in a prominent place in public buildings for a period of at least 2 weeks prior to the date of the first newspaper publication, as follows:

(1) City hall,

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(3) The field house, and

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(c) Notice of the proposed zoning change shall be mailed to the electors of the city in accordance with the then most current voters registration list, which list shall be maintained as available to the public by the City Manager, and the cost of such mailing shall be borne by the applicant for such zoning change.

(4) The City of Miami Springs shall not issue ad valorem bonds the outstanding total amount of which shall obligate the city in excess of 15 percent of the assessed valuation of the real property within the City of Miami Springs for the total outstanding amount of said bonds issued by the city.

(5) No portion of the Miami Springs Golf and Country Club Property, which is more particularly described in Official Records Book 17843, Pages 4410—4415, of the Miami-Dade County Public Records, shall be leased for any single period in excess of 5 years, re-zoned, sold, or otherwise conveyed, without first being approved and authorized by a majority of the qualified city electors voting in an election to consider any such actions.

(6) Any building that includes more than 2 residential dwelling units shall not exceed 3 stories and a maximum of 40-feet in height. The foregoing limitations shall not apply to buildings with residential units in the NW 36th Street and Abraham Tract zoning districts, as those districts may be amended from time to time by ordinance.