

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134

GREENS GRASS SERVICES
12253 NW 11 ST
Pembroke Pines, FL 33026
KENNETH KHANZ 954-3096984
GREENS GRASS @ BELLSOUTH.NET
6-2-23



INVITATION FOR BIDS
IFB 2023-009

Maintenance Services for Golf Course and Parks

Submittal Deadline / Bid Opening: Tuesday, June 13, 2023, at 2:00 PM

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Remanding pages include Schedule A thru M of Respondents Affidavit, Insurance, and Licenses

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

IFB Title: Maintenance Services for Golf Course and Parks	Electronic Bid response must be received prior to 2:00 p.m., on Tuesday, June 13, 2023, and may not be withdrawn for 90 calendar days. Submittals received after the specified date and time will not be accepted.
IFB No. 2023-009 A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Email: ehernandez2@coralgables.com

Bidder Name: <u>GREENSBARK SERVICES</u>	FEIN or SS Number: <u>20-3330751</u>
Complete Mailing Address: <u>12253 NW 115 PEMBERCO PARK A 33026</u>	Telephone No. <u>954-309-8984</u>
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Cellular No. <u>954-309-8984</u>
Bid Bond / Security Bond <u> </u> N/A <u> </u> %	Fax No.: <u>954-438-8155</u> Email: <u>GREENSBARK@BC-11ROUTH.MI</u>

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK** ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

KEVIN H KUMAR RESIDENT 6-2-23
 Authorized Name and Signature Title Date

Coral Gables and Miami-Dade County Local Preference Acknowledgement. (Check the box if you are asserting you qualify. A valid Coral Gables and or Miami-Dade County business tax receipt must be submitted as proof of qualification.) Please refer to Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696.

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2023-009

COMPANY NAME: (Please Print): GREENS GROUND SERVICES
 Phone: 954-309-6984 Email: GREENS.GROUND@BCG1/SOUTH.MGT

A response package numbered by page must be submitted. Please provide the **PAGE NUMBER** of your solicitation response (PLEASE DO NOT SUBMIT AN ENTIRE COPY OF THE ORIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # 1
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please ensure the following are properly identified on the following sections in the Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. PAGE # 2
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # 3
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # 4
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # 5
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.10 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". PAGE # 6 As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) References: Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. Note: Do not include work/services performed for the City of Coral Gables or City employees as references. PAGE # 7
- 8) Bid Pricing: Complete in INFOR
- 9) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. PAGE # 8
- 10) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE # 9
- 11) Complete the Lobbyist Registration Form (Attachment F) PAGE # 10
- 12) Affirm in writing firm's compliance with the City of Coral Gables' Local Preference Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696, at the time of submission of a response to this bid to be eligible for consideration as a Coral Gables-based and/or Miami-Dade County-based business under this section (if applicable). PAGE # _____

Minimum Qualification Requirements

Greens Grade Services has been engaged in the business of providing services as described in the specifications/scope of work for the past 18 years. We provide experienced labor to perform tasks including but not limited to, mowing greens, tees, fairways, roughs, golf course setup, and all general landscaping and maintenance.

Attached with this submission is documentation of active status held with the Florida Department of State, Division of Corporations, along with all local business licenses.

List of Contracts past and present for The City of Coral Gables

Greens Grade was the prime contractor for all agreements.

2008 – 2013 Maintenance Services/Labor for Golf Course and Parks

Fred Couceyro Project Manager Completed

2013 – 2018 Maintenance Services/Labor for Golf Course and Parks

Fred Couceyro Project Manager Completed

2016 – Rebuilding of Youth Center Field

David Galliano Project Manager

Awarded Amount \$515,500.00 Completed 2016

2018 – 2023 Maintenance Services/Labor for Golf Course and Parks

Fred Couceyro Project Manager

Awarded Amount \$609,676.00 In progress

References:

City of Miami Springs

2008 – Present

Grounds/Golf Maintenance

Laurie Bland Golf Course Superintendent

786-371-3146

blandl@miamisprings-fl.gov

Addison Reserve Country Club

2005 – Present

Grounds/Golf Maintenance

Donna Chanley Maintenance Dept. Office Manager

561-441-9074

donnac@addisonreserve.cc

Adios Country Club

2017 – Present

Grounds/Golf Maintenance

Steve Bernard Golf Course Superintendent

561-212-7526

steveb@adiosgc.com

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RESPONDENT'S AFFIDAVIT

SOLICITATION: IFB 2023-009 Maintenance Services for Golf Course and Parks

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through M shall be relied upon by Owner awarding the contract and such information is warranted by Respondent to be true and correct. The discovery of any omission or misstatements that materially affects the Respondent's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the respondent that has submitted the attached solicitation response*). Schedules A through M are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – RESPONDENT'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE M – SAFETY ACCIDENT PREVENTION

This affidavit is to be furnished to the City of Coral Gables with the solicitation response. It is to be filled in, executed by the respondent and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the solicitation response.

KEVINOTH KUMAR
Authorized Name and Signature

PRESIDENT
Title

6-2-23
Date

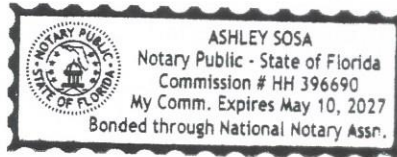
STATE OF Florida

COUNTY OF Broward

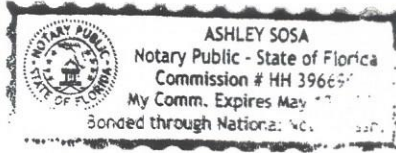
On this 2 day of June, 2023 before me the undersigned Notary Public of the State of Florida, personally appeared KENNETH KHIAZ
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

Ashley Sosa
NOTARY PUBLIC, STATE OF FL



Ashley Sosa
(Name of notary Public; Print, Stamp or Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

Drivers License
(Type of Identification Produced)



City of Coral Gables
Finance Department/Procurement Division

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2101294
Federal Work Authorization User Identification Number
3-10-23
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

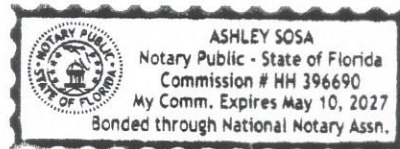
Executed on 6/2/23 in Cooper City (city), FL (state).

[Signature]
Signature of Authorized Officer or Agent

Renuka Kumar
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF June, 2023

Ashley Sosa
NOTARY PUBLIC
My Commission Expires:
5/10/2027



CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

SOLICITATION NAME/NUMBER: IFB 2023-009 MAINTENANCE SERVICES FOR GOLF COURSES AND PARKS

The Bidder/Proposer certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 as outlined below:

Lobbyist means an individual, firm, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal, or that contracts with a third-party for economic consideration to perform lobbying activities on behalf of a principal.

Lobbying activity means any attempt to influence or encourage the passage or defeat of, or modification to, governmental actions, including, but not limited to, ordinances, resolutions, rules, regulations, executive orders, and procurement actions or decisions of the city commission, the mayor, any city board or committee, or any city personnel. The term "lobbying activity" encompasses all forms of communication, whether oral, written, or electronic, during the entire decision-making process on actions, decisions, or recommendations which foreseeably will be heard or reviewed by city personnel. This definition shall be subject to the exceptions stated below.

Procurement matter means the city's processes for the purchase of goods and services, including, but not limited to, processes related to the acquisition of: technology; public works; design services; construction, professional architecture, engineering, landscape architecture, land surveying, and mapping services; the purchase, lease or sale of real property; and the acquisition, granting, or other interest in real property.

City personnel means those city officials, officers and employees who are entrusted with the day-to-day policy setting, operation, and management of certain defined city functions or areas of responsibility, even though ultimate responsibility for such functions or areas rests with the city commission, with the exception of the City Attorney, Deputy City Attorney, and Assistant City Attorneys, advisory personnel (members of city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission); and any employee of a city department or division with the authority to participate in procurement matters, when the communication involves such procurement.

Affidavit requirement. The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded negotiation meetings and sessions:

- a. The principal shall list on an affidavit form, provided by the City, all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in a city procurement matter involves an appearance and participation in an oral presentation before a city certification, evaluation, selection, technical review or similar committee, or recorded negotiation meetings or sessions.
- b. No person shall appear before any procurement committee or at any procurement negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's presentation or negotiation team or has registered as a lobbyist. For purposes of this subsection only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees. The affidavit will be filed by the city procurement staff with the city clerk at the after the proposal is submitted or prior to the recorded negotiation meeting or session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.

The Bidder/Proposer hereby certifies that: (select one)

It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if one is retained anytime during the competitive process and prior to contract execution for this project, the lobbyist will properly register with the City Clerk's Office within two (2) business days of being retained with copy to the city procurement staff.

It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section and that the required affidavit has been properly filed

It is a requirement of this solicitation that the following information be provided for all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Authorized Signature: [Signature]
Printed Name: KEVIN KHIM
Date: 6-2-23
Title: PREMIER
Bidder/Proposer Name: ORCAIS BRIDE SERVICE

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU

1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Contract or Professional Services Agreement (*draft*).
2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB and provide **an electronic response package**. DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.
3. **Prepare and submit your RESPONSE electronically via INFOR**
4. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THESE PAGES MUST BE RETURNED WITH YOUR BID PACKAGE.

SCHEDULE "A" - CITY OF CORAL GABLES - STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the respondent) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any company or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the respondent) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the PRESIDENT / OWNER KENNETH KLINTZ
(Owner, Partner, Officer, Representative or Agent)

of the Respondent that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Respondent's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other Respondent is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Vendors must submit a certification with their bid/proposal certifying they have a drug- free workplace in as follows:

1. Publish 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. Inform employees about the dangers of drug abuse in the workplace, the business's 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. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, 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. 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

SCHEDULE "D" CITY OF CORAL GABLES – RESPONDENT'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: GREENS GRASS SERVICES

Address: 12253 NW 11th Pembroke Ave FL 33006
Street City State Zip Code

Telephone No: 954 309-6984 Fax No: 954 438-8155 Email: GREENS@GRTS.COM

How many years has your company been in business under its present name? 18 Years

If Respondent is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

NO

Under what former names has your company operated? : NO

At what address was that company located? NO

Is your company certified? Yes No If Yes, ATTACH COPY of Certification.
Is your company licensed? Yes No If Yes, ATTACH COPY of License

Has your company or its senior officers ever declared bankruptcy?

Yes No If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident **within the last five (5) years** where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Respondent's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation (**A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified**):

Has your company ever been debarred or suspended from doing business with any government entity?

Yes No If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 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

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement below applies.]**

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

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

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

[Attach a copy of the final order]

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

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bids.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

Addendum No. 1 Date 6-1-23 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Company] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

[Signature] Signature of Company's Authorized Official

KEVIN H. KLINE PRESIDENT Name and Title of Company's Authorized Official

6-2-07 Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this 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 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 System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require 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 is 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.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, 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;
2. 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 solicitation

 REINHOLD KUNZ *PRESIDENT*
Printed Name and Title of Authorized Representative

 RK
Signature

 6-2-03
Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Repondent's Compliance:** The respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The respondent must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the respondent shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are 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, respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are 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.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent is 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Respondent agrees 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).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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. The respondent shall certify compliance. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. The respondent shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient 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 sub-recipient must comply with the requirements of 37 CFR Part 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.
14. **Procurement of Recovered Materials**: Respondents 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 CFR part 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.

15. **Access to Records and Reports:** Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
22. **Domestic Preference:** As appropriate and to the extent consistent with law, the Contractor should, in accordance with Section 2-699 of the City Code and 2 C.F.R. § 200.322 under Title 2 of the Code of Federal Regulations, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. **Telecommunications Equipment or Services:** It is prohibited, as described in section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)1 and 2 C.F.R. § 200.216.2, for any FEMA award funds to be used in the procurement, the entering into or extending or renewing of a contract for the purpose of obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system. For purposes of this section:

- a. Covered telecommunications equipment or services means—
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

24. **Contract with the Enemy:** In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements and all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

I further acknowledge that FEMA financial assistance will be used to fund all or a portion of the contract and that any subcontractor utilized will also be required to comply with the requirements above.

DATE: 6-2-23 SIGNATURE: [Signature]
COMPANY: GREEN BAND SERVICES NAME: KENNETH KNITZ
ADDRESS: 12053 NW 115 TITLE: PRESIDENT
Pembroke Pines
Fl. 33026
E-MAIL: GREENBANDS@BEILSOOTH.NET
PHONE NO. 954-309-6989

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for IFB 2023-009 Maintenance Services for Golf Course and Parks

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, 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. s. 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

GREENS GRASS SERVICES, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: 6-2-23

SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carryout the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

GREENS BARRY BRUCE, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: 6-2-23

Client#: 1906831

04GREENGRA3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 7701 Airport Center Dr Suite 1800 Greensboro, NC 27409		CONTACT NAME: Commercial Client Center 888-743-2217	
		PHONE (A/C, No, Ext): 888 743-2217 FAX (A/C, No): 8888279861	
		E-MAIL ADDRESS: ClientServiceCenter@mcgriff.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zenith Insurance Company	13269
INSURED Greens Grade Services Inc 12253 NW 11th Street Hollywood, FL 33026		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A	N/A	BINDERZ134767105	01/16/2023	01/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

STEVE SHEA, Vice President

KENNETH KNAZ, President

(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

City of Coral Gables
P.O. Box 10085 - C E
Duluth, GA 30096

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Murray

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ACORD 25 (2016/03) 1 of 2
#S31412582/M31412581

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ANBAL

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000116051

Entity Name: GREENS GRADE SERVICES, INC.

Current Principal Place of Business:

12253 NW 11TH STREET
PEMBROKE PINES, FL 33026

Current Mailing Address:

12253 NW 11TH STREET
PEMBROKE PINES, FL 33026 US

FEI Number: 20-3330751

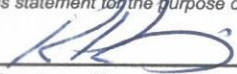
Certificate of Status Desired: No

Name and Address of Current Registered Agent:

KNIAZ, KENNETH
12253 NW 11TH STREET
PEMBROKE PINES, FL 33026 US

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

SIGNATURE: _____



6-2-23

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PD
Name KNIAZ, KENNETH
Address 12253 NW 11TH STREET
City-State-Zip: PEMBROKE PINES FL 33026

Title VP
Name SHEA, STEVE
Address 4231 PINE RIDGE ROAD
City-State-Zip: NAPLES FL 34119

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KENNETH KNIAZ

PRESIDENT

02/28/2023

Electronic Signature of Signing Officer/Director Detail

Date

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: GREENS GRADE SERVICES INC

Receipt #: 324-8458
Business Type: LAWN MAINTENANCE/LANDSCAPE
 (LAWN MAINTENANCE/LANDSCAPE)

Owner Name: KENNETH W KNIAZ
Business Location: 12253 NW 11 ST
 PEMBROKE PINES
Business Phone: 954-309-6984

Business Opened: 10/05/2005
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

4

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
33.00	0.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KENNETH W KNIAZ
 12253 NW 11 ST
 PEMBROKE PINES, FL 33026

Receipt # WWW-21-00246074
Paid 08/09/2022 33.00

2022 - 2023

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 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
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Signature	For Vending Business Only				Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
	0.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt # WWW-21-00246074
Paid 08/09/2022 33.00

GREENS GRADE SERVICES INC.
12253 NW 11 STREET
PEMBROKE PINES FL 33026-0000

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

Local Business Tax Certificate

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

Business Name: GREENS GRADE SERVICES INC.

Business Location: 12253 NW 11TH ST ST
PEMBROKE PINES, FL 33026-3830

Account Number: 20050232-2022-1

Business Description: LAWN CARE SERVICE

Receipt Expiration: Expires on 9/30/2023

Business Classifications

SIGN-Sign

LAW-Lawn Maintenance

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6001119

BUSINESS NAME/LOCATION

GREENS GRADE SERVICES INC
DOING BUS IN DADE CO
MIAMI FL 33000

RECEIPT NO.

RENEWAL
6261499

**EXPIRES
SEPTEMBER 30, 2023**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

GREENS GRADE SERVICES INC

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS
EXEMPT

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$75.00 08/09/2022
INT-22-385106

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector