

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



INVITATION FOR BIDS
IFB 2024-015

Tree Maintenance Services Citywide

INFOR EVENT No. 61

Submittal Deadline / Bid Opening: Tuesday, June 11, 2024, at 2:00 PM



CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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BIDDER ACKNOWLEDGEMENT

IFB Title: Tree Maintenance Services Citywide <hr/> IFB No. 2024-015 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.	Electronic Bid response must be received prior to 2:00 p.m., Tuesday, June 11, 2024, via INFOR and may not be withdrawn for 90 calendar days. Submittals received after the specified date and time will not be accepted. Contact: Neivy Garcia Title: Procurement Specialist Telephone:305-460-5121 Email: ngarcia2@coralgables.com / contracts@coralgables.com
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Bidder Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.
	Cellular No.
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) <u>5%</u>	Email:

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 THE PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

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.

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PUBLIC NOTICE

Invitation for Bids (IFB) No. 2024-015

The City of Coral Gables is seeking bids for **Tree Maintenance Services Citywide - IFB 2024-015**. This solicitation consists of all the maintenance of trees and selected shrubbery, vines and brush in the public right-of-ways, parks, parking lots and around public buildings. Said work will generally be required within the corporate limits of the City, however, work may be called for outside of those limits.

The Invitation for Bids (IFB) package may be downloaded by visiting **INFOR Supplier Services webpage**. Prospective bidders must register with INFOR, free-of-charge, to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: <https://www.coralgables.com/department/procurement/services/supplier-services>.

Any prospective bidder who has received this solicitation by any means other than through INFOR must register immediately with INFOR to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of bid submitted.

SOLICITATIONS RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH INFOR. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide for responding electronically to solicitations can be found by visiting the Infor Supplier Services webpage.

A non-mandatory pre-bid conference will be held on Tuesday, May 14, 2024, at 9:00 a.m. Attendance shall be via Zoom video conference: Meeting ID: 839 2957 1698 Passcode: 669831. Prior to the pre-bid meeting, the name of the companies and meeting participants that plan to attend should be sent to ngarcia2@coralgables.com. Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate: <https://us02web.zoom.us/j/83929571698?pwd=eTQ1bU5lSE0xWjRzNk1sMjNUL0lOQT09>

Any request for additional information or clarification must be received in writing through INFOR no later than Tuesday, May 28, 2024, at 4:00 PM. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Electronic Bid responses for IFB No. 2024-015 will be received until 2:00 PM, Tuesday June 11, 2024, via INFOR. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder.

The bid response must be signed and submitted electronically via INFOR.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

Solicitation Advertisement	Tuesday, May 7, 2024
Non-Mandatory Pre-Bid Meeting	Tuesday, May 14, 2024 at 9:00 AM
Deadline for Questions	Tuesday, May 28, 2024 at 4:00 PM
Submittal Deadline	Tuesday, June 11, 2024 at 2:00 PM

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. **Bid must be firm for ninety (90) calendar days.** The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697
- Local Preference – Sec. 2-696 (if applicable)

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

This solicitation is also subject to the following State Statutes and Federal Requirements.

- Title VI of the Civil Rights Act of 1964 (Title VI)
- Section 504 of the Rehabilitation Act, as amended (504)
- Disadvantage Business Enterprise (DBE)
- Equal Employment Opportunity (EEO)
- On the Job Training, Title VI (Non-Discrimination)
- Americans with Disabilities (ADA)

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2024-015

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2024-015

COMPANY NAME: (Please Print): _____
Phone: _____ Email: _____

A response package numbered by page must be submitted ELECTRONICALLY via INFOR. 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 # _____
- 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 # _____
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # _____
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # _____
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # _____
- 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 # _____ 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) Business Experience and References – Using the required Attachment E - Reference Form bidders must demonstrate requirements as outlined in Section 3. All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above. PAGE # _____

Note: Do not include work/services performed for the City of Coral Gables or City employees as references.

- 8) Bid Pricing: Complete in INFOR on the Line Items Tab.
- 9) A Bid Bond, a certified check, cashier's check, Treasurer's check, or bank draft of any State or National Bank, in accordance with Sections 1.14 - 1.16. **AN ORIGINAL COPY OF THE BOND MUST BE RECEIVED PRIOR THE DEADLINE/CLOSING DATE & TIME OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO BE CONSIDERED RESPONSIVE. The original bond must be delivered DIRECTLY to the Procurement Office located at 2800 SW 72nd Avenue, Miami, FL 33155.** The office

is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays). PAGE # _____

- 10) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. PAGE # _____
- 11) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE # _____
- 12) Complete the Lobbyist Registration Form (Attachment C) PAGE # _____
- 13) 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 # _____

-- 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.

SECTION 1 – **INTRODUCTION TO INVITATION FOR BIDS (IFB)**

Invitation for Bids (IFB) No. 2024-015

1.1. Invitation

Thank you for your interest in this Invitation for Bids (“IFB”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Bids”) from Firms (“Bidder”) which offer to provide the goods and/or services described in Section 2.0 “Specifications / Scope of Work”.

Throughout this IFB, the phrases “must”, “shall” and “will” denote mandatory requirements. Any bid that does not meet the mandatory requirements is subject to immediate disqualification.

1.2. Contract Terms and Conditions

The Bidder(s) selected to provide the goods(s) and/or service(s) requested herein (the “Successful Bidder”) shall be required to execute a Contract or a Professional Services Agreement (“Agreement” / “Contract”) with the City in substantially the same form as the Agreement included as part of this IFB, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with an option to renew for two (2) additional one (1) year periods at the sole discretion of the City.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

NOTE: If within the first twelve (12) month performance period of the Agreement the awarded Bidder fails to perform in accordance with the terms and conditions of the Agreement, the City reserves right to engage the next lowest responsive and responsible Bidder for award of the services.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

B. CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract for up to one hundred -eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

1.3. Additional Information or Clarification

The Bidder must thoroughly examine this entire solicitation. If there is any doubt or obscurity as to the meaning of any part of the IFB, the Bidder may request clarification at the pre-bid conference or by **WRITTEN REQUEST** to INFOR **Supplier Services webpage** prior to the deadline for written questions. Bidder is responsible for downloading and bringing a copy of the IFB for the pre-bid conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM**, which shall be released through INFOR. **Bidders must register via INFOR to ensure receipt of any addendum issued to the solicitation.** Failure to acknowledge receipt of addendum may result in disqualification of bid submitted.

No person is authorized to give oral interpretations of or make oral changes to the IFB. It will be the bidder's responsibility to assure receipt and acknowledge all addenda. No person is authorized to give oral interpretations of or make oral changes to the bid. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail. Any request for additional information or clarification must be received in writing.

Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

1.4. Method of Award

Award of this bid will be made to the lowest responsive, responsible bidders, on a group-by-group basis. Bidders may bid on one or more groups.

Group 1: Tree Maintenance Services: Award of this project will be made to the three (3) most responsive and responsible bidder(s) as primary, secondary, and tertiary vendors. Failure to bid on all items may render your bid as non-responsive. The City in its sole discretion will determine if the pricing received is reasonable and if it is in the best interest of the City to move forward with the award.

Group 2: Pre-Qualification Pool for New Tree Planting: Award of this Group will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in Section 3 of this IFB. These vendors shall be deemed to be pre-qualified to participate in future pricing competition for specific new tree planting projects as required by the City on an as needed basis. Entry into the Pre-qualification Pool is not a contract between the City of Coral Gables and any Submitter, but an acknowledgement that the included contractors meet the qualifications as outlined throughout this IFB.

1.5 Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder, complying with all the provisions of this Invitation for Bids. In addition to price, other factors when determining the lowest responsive and responsible bidder, include but are not limited to:

1. The ability, capacity, equipment and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, efficiency and litigation history of the bidder.
4. The quality of performance on previous contract(s).
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the City to receive such future maintenance and service.
9. The number and scope of conditions attached to the bid.

The Bidder shall not be permitted rate increases as a result of a low bid. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute an Agreement with the Successful Bidder(s) if it is determined to be in the best interest of the City.

If the Awarded Bidder(s) fails to perform within the first year of the award, the City has the right to award to the next lowest responsive and responsible Bidder.

1.6 Agreement Execution

By submitting a Response, the Bidder agrees to be bound to and execute the Agreement for this solicitation without diminishing the foregoing, the Bidder may request clarifications to the City for interpretation purposes only.

Failure of the Successful Bidder to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the IFB through action taken by the City Commission at a duly authorized meeting. If the Bidder first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.

1.7 Unauthorized Work

Any unauthorized work performed by the Successful Bidder(s) shall be deemed non-compensable by the City.

1.8 Changes/Alterations

Bidders may change or withdraw a Bid at any time prior to the Bid Submission Deadline through INFOR. Modifications will not be accepted after the Submittal Deadline.

1.9 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the IFB or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the IFB. Should it be necessary, the City will issue a written addendum to the IFB clarifying such conflicts or ambiguities.

1.10 Disqualifications

The City reserves the right to disqualify Bids before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Bid; to reject any or all Bids in whole or in part, or to reissue an Invitation for Bids.

Any Bids submitted by a Bidder who is in arrears (money owed) to the City or where the City has an open claim against a Bidder for monies owed the City at the time of Bid submission, will be rejected as non-responsive and shall not be considered for award.

1.11 Bidders Expenditures

Bidder(s) understand and agree that any expenditure they make in preparation and submittal of Bids or in the performance of any services requested by the City in connection with the Bids to this IFB are exclusively at the expense of the Bidder(s). The City shall not pay or reimburse any expenditure, or any other expense incurred by any Bidder in preparation of a Bid or anticipation of a contract award or to maintain the approved status of the Successful Bidder(s) if an Agreement is awarded.

1.12 Financial Stability and Strength

The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Bidders may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the bid submittal is from a joint venture, each Bidder involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant

Any Bidder may be declared non-responsive who, at the time of Bid submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law, or any state insolvency.

1.12 Contract Termination

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Bidder, terminate the Agreement if the Successful Bidder has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. In the event the Bidder is found to be in default, the Successful Bidder will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

If the contract is terminated prior to the start of work or the conclusion of the project based on the default of the successful Bidder, the Bidder will be subject to re-procurement costs associated with the re-award or completion of the project.

1.14 Definitions

Bid means an offer submitted by a prospective vendor in response to an invitation for bids issued by the city.

Bid bond means a surety instrument, accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid security means a sum of money, which could be in a form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the deposit.

Lobbying – means the act of attempting to influence others to create legislation or conduct an activity that will help a particular organization

May denotes the permissive.

Must denotes the imperative.

Offeror means a “person” or “entity” submitting an offer in response to a solicitation.

Performance bond means a certificate issued by a surety to a successful offeror, to protect the city from loss to due to the offeror's inability to complete and fulfill the contract requirements as agreed.

Person means any business, corporation, partnership, individual, union, committee, club, organization, or group of individuals.

Principal Place of Business means The nerve center or the center of overall direction, control, and coordination of the activities of the bidder. If the bidder has only one business location, such business location shall be its principal place of business.

Responsible bidder or offeror means a person who is deemed to possess the capability, as determined by the city, in all respects to perform fully the contract requirements, and the experience, capacity, facilities, equipment, credit, integrity and reliability, which will assure good faith performance.

Responsive bidder means an offer that conforms in all material respects to the requirements set forth in the solicitation document.

1.15 Bid Bond/Bid Security/Bid Deposit

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) of the bid total amount will accompany the Bid. The bonding company must appear on the US Treasury List. The Bid Bond of the successful Bidder will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Bidder being "non-responsive" and rejected.**

1.16 Performance and Payment Bond

The successful Bidder shall post a Performance and Payment Bond from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted upon execution of the Contract shall be a sum equal to one hundred percent (100%) of the Contract amount, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the Procurement Division, in the full amount of the contract amount, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

1.17 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<u>Bond Amount</u>	<u>Best Rating</u>
500,000 to 1,499,999	A VI
1,500,000 to 2,499,999	A VIII
2,500,000 to 4,999,999	A X
5,000,000 to 9,999,999	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida.
2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state.
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids and/or Request for Proposals is issued.
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

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SECTION 2 - SPECIFICATIONS/SCOPE OF WORK

Invitation for Bids (IFB) No. 2024-015

2.1 Introduction

The City of Coral Gables, Florida (“City”) is soliciting bids for Citywide Tree Maintenance Services (“Services”) from a qualified and experienced firm (“Bidder”) with the necessary personnel, equipment, and tools to provide the services outlined in this IFB. The Bidder shall perform all maintenance of trees and selected shrubbery, vines and brush in the public rights-of-way, parks, parking lots and around public buildings. Said work will generally be required within the corporate limits of the City, as specified on Exhibit A - Pruning Zone Maps, however, work may be called for outside of those limits. **It will be the responsibility of the bidder to inspect the sites before bidding.**

This IFB will also establish a Prequalified Pool of Vendors that will participate in future pricing competitions for specific new tree planting projects as required by the City on an as needed basis.

All labor, tools and equipment called for in this IFB shall be dedicated solely for the Services solicited herein. While performing work assignments, all such labor, tools, and equipment shall not be diverted for use in other geographical areas outside of the City’s corporate limits, unless express written consent is granted by the City. Additionally, during work hours, the Bidder’s employees shall not solicit, refer, or perform work for any interest other than those of the City. **Work inside private property is not permitted, unless authorized by the City and approval is obtained with a right of entry form executed by the resident, before entering the property.**

GROUP 1: TREE MAINTENANCE SERVICES

2.2 Required Equipment

In order to accomplish work assignments under this IFB, the City requires the Bidder to own/lease the below list of equipment. Bidder’s equipment must be in good working condition throughout the term of the contract. Any non-operative equipment must be replaced / repaired within seventy-two (72) hours. Bidder’s vehicles must be equipped with GPS fleet tracking software and Bidder shall grant the City access to GPS data throughout the term of the contract.

DESCRIPTION	QUANTITY
Trucks equipped with 65’ aerial booms (minimum) 75’ (maximum) and 14 cubic yard (minimum) chipper bodies	4
Trucks equipped with 42’ aerial booms (minimum) 47’ (maximum) and 8 cubic yards (minimum) chipper bodies.	2
Brush chippers with capacity of chipping up to 16’ - 18” diameter (minimum) limbs.	6

Truck with chipper body with 15 cubic yards (minimum) capacity up to 20 cubic yards (maximum) capacity and all hand tools, climbing equipment and motorized equipment necessary to perform the work as outlined in these specifications.	1
Stump Grinder with a minimum speed transportation of 240 FPM (foot per minute) minimum, 45 HP, equipped with a diesel engine, and arc swing of 50 inches, cutting height of 24 inches and a cutting depth of 16". Grinder should be equipped with a hydraulic back fill blade	1
Spider lift with 72' minimum work height, side reach at 175 lbs. 30' minimum, side reach at 250 lbs., 27' minimum. Turret rotation of 360°. Gasoline or diesel engine.	1

2.2.1 At a minimum, each crew, including the General Forepersons' vehicle, shall be supplied* with:

- One (1) – 12-foot Tri-pod Orchard Ladder
- One (1) – 16" bar gas chainsaw.
- One (1) – Tri-cut handsaw 13"
- Basic equipment: One (1) 13" tri-cut hand saw, One (1) hand pruners, Two (2) loppers, One (1) telescoping pole saws with a 13" tri-edge saw blade, One (1) Hollow core pole pruners with a PH5 Marvin "Bull" 1 3/4" pruner head, Two (2) 6-foot pole extensions for pole pruner, One (1)) gas powered extension chainsaws power pruner, fuel tanks, electric blowers, and all other necessary incidental equipment required to perform the Services as described herein.

2.2.2 At a minimum, each bucket truck (trucks with aerial lifts) shall be supplied* with:

- One (1) – 20" bar gas chainsaw
- One (1) – hydraulic pole chainsaw
- Two (2) – 36" bar gas chainsaws
- Two (2) – (power pruner) One (1) electric powered blowers with battery pack
- One (1) – Hollow core pole pruners with a PH5 Marvin "Bull" 1 3/4" pruner head,
- Two (2) – 6-foot pole extensions for pole pruner

*These items will not be billable as separate items

2.3 Safety Requirements

All equipment used and all work to be performed under this IFB shall be in compliance with the most recent revision of the American National Standards Institute (ANSI Z133 - 2017) – Safety Requirements for Arboriculture Operations which is incorporated into this IFB by reference. Pursuant to the Electrical Hazards Section 4.1-4.3: of ANSI Z133-2017, it is required that the Bidder have a

minimum of one staff member who possesses a current ANSI Utility Specialist Certification. This qualification can be carried by any staff member actively assigned to the contract and available to be onsite within a 2-hour time period when called upon by City staff. The Bidder shall provide documentation for the yearly re-certification before the expiration date.

The ANSI – A300 Standards (Part 1 through Part 10) – 2017 for Tree Care Operations, in their current form and as they may be updated at any time, are also incorporated to this IFB by reference and shall act as a general guide to the Bidder's work in the absence of more specific instructions by the City.

- Part 1 Pruning
- Part 2 Soil Management
- Part 3 Supplemental support systems
- Part 4 Lightning protection
- Part 5 Management of trees on construction site
- Part 6 Planting and transplanting
- Part 7 Integrated vegetation management
- Part 8 Root management standard
- Part 9 Tree Risk Assessment
- Part 10 Integrated Pest Management

2.3.1 Public Safety: The Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

2.3.2 Road Closure: Complete closure of public roads shall only be permitted with proper authorization from City. Bidder shall contact the Contract Administrator to coordinate such closures and obtain proper authorization from the City

2.3.3 Traffic Signs: As needed and/or as directed by the City, the Bidder shall provide all temporary signage, striping, detouring, barricading, signals, competent flagmen, etc. required in accordance with the minimum requirements of the latest Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), Chapter VI, which is incorporated into this IFB by reference. <http://mutcd.fhwa.dot.gov/pdfs/2009/mutcd2009edition.pdf>

2.3.4 Police Officers: The Bidder shall be responsible for obtaining the services of uniformed City of Coral Gables Police Officers as needed or as directed by the City. Use of Police Officers is subject to approval of City.

2.4 Discontinuance of Work

Any practice determined hazardous by the City, shall be immediately discontinued by the Bidder upon receipt of either written or oral notice from the Contract Administrator.

2.5 Damage to Trees/Plants, Property, and Reporting of Pre-Existing Damage

Any damages to trees caused by the Bidder are to be repaired immediately by any possible corrective pruning, at no additional expense and to the satisfaction of the City. Trees damaged beyond repair, as judged by the City, are to be removed by the Bidder at no expense to the City. The dollar value of a replacement tree, as determined by the City, shall be deducted from monies owed to the Bidder.

2.5.1 Property: Any damage to cars, walls, sidewalks, driveways light fixtures, or any other property either privately or publicly owned is solely the responsibility of the Bidder. The City is to be held harmless, indemnified, and shall be insured against any and all loss from such damage caused by the Bidder's actions or negligence. The bidder will be responsible for working with the property owner directly to coordinate repair of damaged property immediately after damage is incurred, and a schedule outlining the time frame for the repair work will be due within two weeks of damage.

2.5.2 Pre-Existing Damage: Observation of tree/plant and property damage prior to the commencement of work shall be immediately reported to the City. Bidder must photograph property in the work area to document any pre-existing damage.

2.6 Protection of Utilities

Tree trimming and removal operations may be conducted in areas where overhead and/or underground facilities/utilities exist. The Bidder must protect all facilities/utilities from any potential damage as a result of the Bidder's work. Bidder shall be fully responsible for any and all damages that may occur as a result of the tree trimming operations and resolve any complaints that may arise. If any such trouble should result, the City and the appropriate utility shall be notified immediately. The Bidder is fully responsible for any cost incurred by the City as a result of the damage or interruption of service. The City is to be held harmless, indemnified, and shall be insured against any and all loss from such damage caused by the Bidder's actions or negligence.

2.7 Work Assignments and Schedule

Work will be performed by the Bidder Monday through Friday, between the hours of 7:30 am and 4:00 pm ("Regular Work Hours"). Work assignments will include applicable requirements, such as but not limited to timeframe for completion, the areas where trees are to be trimmed, the extent and nature of trimming, expected levels of productivity, and quality. The amount and scheduling of work may fluctuate, and the City does not guarantee any certain amount of work during a given time. The Bidder understands that staffing may have to be adjusted accordingly to meet the requirements of each work assignment; however, it is anticipated that the Bidder may have to work on a daily basis, for an estimated forty (40) hours per week.

Except for emergencies or as may otherwise be approved or required by the City, the Bidder is restricted by City Code not to perform work on Sundays or on City Holidays (total of 12). Furthermore, City Code limits the hours of operation from Monday through Friday between 7:30 a.m. to 6:00 p.m. and on Saturday between 9:00 a.m. and 5:00 p.m. The City reserves the right to change the Bidder's work schedules and to call no-work days due to heavy rain events. If so required and in order to complete necessary work, the City may ask the Bidder to perform work on Saturdays.

The Bidder shall be governed by the City of Coral Gables Noise Ordinance 2017-02, incorporated by reference into this IFB, and as may be amended from time to time. Noise restrictions at the City's Public Works facility, located at 2800 SW 72nd Avenue, prohibit trucks from starting before 7:00AM

2.8 Coordination of Work

The Bidder's General Forepersons and supporting administrative staff shall meet weekly with the City's Contract Administrator or its designee to coordinate personnel work schedules and assignments for the upcoming week. The City shall provide a list of both priority and routine maintenance work assignments to be considered for completion during the upcoming week. The Bidder shall in return provide the City with a proposed work schedule to complete the work assignments. Upon review and approval by the City's Contract Administrator, the work schedule shall become final. The City reserves the right to direct the Bidder to rearrange the schedule to meet the needs of the City.

The City is divided geographically into five zones for tree maintenance purposes. (See attached zone map). The bidder shall create their weekly work schedule by assigning one crew to each of the five zones of the City. That specific zone crew shall automatically circulate each zone block by block working from North to South, West to East, and enter the details of the work performed into the GIS online mapping program utilized by the City as work is done. There shall be one crew set aside to quickly address emergency requests on a daily basis, and one crew for chipping logs and materials for disposal. Emergency requests can come in by telephone, email, text message, or through the online work request portal assessable to residents and the general public. *Sufficient office and administrative support staff must be provided to manage daily requests within the day they are received.*

The General Foreperson must maintain daily communication with the City's Contract Administrator or designee. The General Foreperson or on-call designee must be available 24 hours per day, 7 days per week, should emergency work be required before or after work assignment hours (before 7:30 am or after 4:00 pm). There should be three emergency contact personnel on call 24/7 to answer emergency dispatch calls or emails.

GPS systems must be installed in each vehicle used under this contract and access accounts must be provided to City staff to be able to monitor truck locations working in each zone at all times.

2.9 Cleanup & Disposal of Debris

Unless directed otherwise by the City, all debris from tree trimming, tree removal and other required operations under this IFB shall be cleaned up every day before the work crew leaves each site. All brush, branches and logs shall be sawed into small pieces, chipped, and removed from the work site and disposed of by the Bidder. All tipping fees for disposal in landfills must be the responsibility of the Bidder. The work site shall be left equal to or better than pre-work conditions, including installation of new sod or mulch to create fresh mulch rings as required. Sod for repair shall be St. Augustine 'Floratom', and mulch shall be recycled mulch provided by the City at the Public Works facility. All debris shall be kept off private properties at all times. Debris cannot be left on right of way swales over night without prior notice to city. The City will provide a space at the Public Works facility for the bidder to chip debris that can be turned into recycled mulch for the use of the City.

At a minimum, the Bidder must be capable of chipping 18" or larger diameter limbs. All wood and debris shall be exported from the work site by the bidder.

2.10 Equipment Storage

The Bidder shall be required to provide proper storage of their equipment including trucks in their own facility. In the event that it becomes necessary for Bidder's equipment to be left on City property, it will not be the responsibility of the City to care for or safeguard such equipment, and the Bidder shall hold the City harmless for any damage, theft, injury or liability related to use of the City's storage facility.

Any special permission to store equipment on City property must be pre-approved by the Public Works Director.

2.11 Licenses, Permits and Utility Clearances

It shall be the responsibility of the Bidder to obtain all necessary licenses, permits and power line utility clearances and any other needed authorization to conduct tree maintenance operations on all right-of-ways and other property covered under this IFB. Tree removal permits shall be provided by the City to the Bidder for the purpose of removing diseased, undesirable, dead or otherwise unwanted trees, as determined by the City, at no expense to the Bidder. The Bidder shall at all times, during the term of the contract, observe and abide by the provisions of the City of Coral Gables Code of Ordinances Chapter 82 – Vegetation, Article II Tree Protection and Preservation, incorporated herein by reference. (Ordinance No. 2017-45)

2.12 Emergency Work

Emergencies related to tree work may occur throughout the term of the contract and refers to an emergency call out situation, typically not during normal business hours, but during nights, weekends, and holidays. This type of work requires a more immediate response for tree removal or maintenance work than routine or scheduled work. These emergencies may include but are not limited to: natural disasters (i.e. hurricane, tropical storm, tornado, fire, or other weather event), or car accidents requiring the removal of dangerous hanging limbs or trees obstructing City streets/right-of-way. Bidder shall respond to these types of requests from the City within two (2) hours from receipt of request. As part of the City's annual hurricane season preparations, Bidder's personnel will be required to participate in hurricane preparedness exercises.

2.12.1 Federal Funding: The Bidder may be tasked with providing tree trimming services for which the City will receive Federal financial assistance awarded by the Federal Emergency Management Agency ("FEMA"). In such event, Bidder shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updates or replaced from time-to-time. The Bidder shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations. Services under this category will normally be completed within the first 70 hours following the emergency event, unless notified otherwise by the City. The City reserves the right to contract the Bidder for **additional emergency services, as needed, throughout the term of the contract.**

2.12.2 Extra Emergency Crews: The Bidder shall have in place a plan for the provision of additional, complete crews for emergency work. A complete crew shall include bucket truck, chipper, crew foreperson, ground person and associated equipment as described in this IFB. The extra emergency crews shall be for the purpose of expanding the City's tree management capabilities after a natural disaster such as a hurricane, tropical storm, tornado, fire, or other weather event. Extra emergency crews may be provided from within the Bidder's own workforce and equipment inventory or by evidence of prearranged contracts with sub-contractors.

2.12.3 Subcontractors: Services under this IFB may be subcontracted only during an emergency, as defined in paragraph 2.12, and in the event that the Bidder does not have sufficient personnel and equipment to complete the scope of work at time of need. Subcontracting is subject to approval by the Contract Administrator or designee. The subcontractor shall be bound by and perform in accordance with the terms and conditions of the Agreement between the City and the Bidder. All required notices, work orders, directives, and requests for emergency services shall be directed by

the City to the Bidder. Bidder, in turn, is responsible for communicating all notices, work orders, directives, and requests for emergency services to the subcontractor.

2.13 Personnel Requirements and Responsibilities

2.13.1 General Forepersons: The Bidder shall provide two qualified, full-time, on-site crew supervisors (General Foreperson) throughout the term of the contract. The General Forepersons must be International Society of Arboriculture (ISA) Certified Arborists. The company must provide one staff member who carries the Utility Specialist Certification per 29 CFR 1910 subsections and be certified/qualified to perform tree work within ten (10) feet of any energized line. In addition to managing the Bidder's employees, the General Forepersons shall be authorized by the Bidder to accept and act upon all directives issued by the City. Failure for the General Forepersons to act on said directives may be sufficient to deem Bidder in default of contract unless such directives would create potential personal injury or safety hazards in excess of accepted industry standards for the type of work called for in this request.

The General Forepersons will be primarily responsible for:

- Direct supervision of the Bidder's work crews, and administration staff needed for support.
- Follow up with and close out work requests and complaints in accordance with the City's policies to ensure residents' requests are answered promptly and efficiently.
- Management of tree trimming records including the records related to the City's tree inventory management system, and computer programs and applications as required for record keeping.
- Interaction with Public Works Department and other City personnel.
- Incidental tree trimming and related work including coordination with Florida Power and Light's vegetation management crews to 'safe up' trees within ten (10) feet of power lines in public right of way.
- Responding to emergency service calls from the City, 24 hours per day, 7 days per week.

This General Forepersons must have the necessary skills to effectively resolve technical as well as interpersonal challenges as they arise. The General Forepersons shall be English speaking; however, the Bidder shall have the ability to respond whenever necessary to resident complaints with a Spanish-speaking employee. It is expected that the bidder employs administrative staff to assist the General forepersons with customer service-related calls and emails with residents and city staff daily.

2.13.2 Crew Forepersons: The Bidder shall provide seven qualified, full-time, on-site tree pruners (Crew Foreperson) throughout the term of the contract. At least two (2) of the seven (7) required Crew Forepersons shall be a qualified and experienced tree climber capable of trimming trees without the use of mechanical lifts, ladders, or tree climbing spikes for access to canopies of large tree species such as Ficus spp. (Ropes, slings, and other equipment required for this type of work shall be provided by the Bidder for use by this employee).

2.13.3 Use of Communication/Photographic Devices: The Bidder must provide for radio, telephone, and cell phone communication between all crews and the General Forepersons.

The General Forepersons must have:

- cellular telephone with text messaging service

- email address
- laptop computer or tablet with wireless connection (to facilitate internet access, management of tree inventory, and necessary record keeping)
- digital camera or smart phone (to provide photographic information files for use by the City)

The Crew Forepersons must have:

- Smart phone or tablet with a camera and wireless connection (to facilitate internet access, management of tree inventory, and necessary record keeping)

2.13.4 Record Keeping: Bidder’s field and administrative staff must be trained in Microsoft Word, Excel, and email technology in order to complete work orders, reports, schedules, and City tree inventory data updates.

The City tree inventory of approximately 40,000 trees is mapped in a GIS database. The Crew foreperson on each crew shall be trained in this technology and shall be responsible for updating the tree inventory maps weekly in the field by phone application, tablet or laptop **using the City’s** GIS based software programs such as, but not limited to, Cartegraph Operations Management System or other software system.

The City will provide necessary training for the General Forepersons and crew forepersons on the use of these computer applications, or any other future applications and technology that may be utilized by the City for required record keeping purposes.

2.13.5 Work Crew Composition: The minimum compliment for each crew shall be one (1) tree pruner (“Crew Foreperson”) and one (1) assistant (“Grounds person”). There shall be at a minimum two (2) tree climbers on staff.

The Bidder will not be compensated for more than one (1) Crew Foreperson per crew, unless approved by the City. In order to accomplish work assignments under the resulting contract, the City recommends a total of seven (7) crews, with two (2) general forepersons overseeing all crews. Nonetheless, Bidder is responsible for ensuring that an adequate number of staff is available to accomplish work assignments under the resulting contract.

Work crews shall be assembled as follows.:

Note that of the following general forepersons, crew forepersons or grounds persons, one (1) staff member must possess the Utility Specialist certification. This qualification can be carried by any staff member actively assigned to the contract and available to be onsite within a 2-hour time period when called upon by City staff.

Crew Type	Number of Crews	Personnel Type and Quantity	Equipment Type and Quantity
A	4	Crew Foreperson: (1) Grounds person: (1)	Aerial Bucket Truck 65’ – 75’ (1) Brush Chipper 16” – 18” (1)

B	2	Crew Foreperson: (1) Grounds person: (1)	Aerial Bucket Truck 42' – 47' (1) Brush Chipper 16"-18" (1)
C	1	Crew Foreperson: (1) Grounds person: (1)	Chip Truck 15 CY – 20 CY (1) Brush Chipper 16"-18" (1)
D	2	General Foreperson (2) (ISA certified Arborists)	Compact Pick-Up Truck or SUV (1)

***Credentials and resumes must be provided for every employee assigned to this contract.**

2.13.6 Personnel Training Requirements.

General Forepersons and Crew Forepersons shall be thoroughly trained to perform tree pruning and removal work at a minimum in accordance with the ANSI Z-133.1 standard and the ANSI A300 standards (each in their current form and as they may be updated at any time). The City has the right to require the replacement of any of the Bidder's employees deemed to be unqualified or unsuited for the required work. At least two (2) of the seven (7) required crew Forepersons shall be a qualified and experienced tree climber capable of trimming trees without the use of mechanical lifts, ladders, or tree climbing spikes for access to canopies of large tree species such as Ficus spp. (Ropes, slings, and other equipment required for this type of work shall be provided by the Bidder for use by this employee).

Bidder's training program for General Forepersons and Crew Forepersons must comply with the requirements of ANSI Z133.1 - Safety requirements for Arboricultural Operations, and/or OSHA 1910.333, to be able to work within minimum approach distances (MAD) and for incidental line clearance. Electrical Hazard Training Certification class with a minimum of 16 hours and compliant with OSHA 1910.331 or similar training is acceptable.

2.13.7 Personnel Uniforms and Identification: Bidder shall provide all employees with uniforms to easily identify Bidder personnel. Non- uniform clothing, while working on City right-of-way or property, will not be permitted. Bidder's personnel must have Bidder issued identification badges, clearly showing Bidder's name and personnel name. Identification must be worn at all times by personnel while performing work for the City on City right-of-way or property.

2.14 Pruning

Pruning shall consist of removal of dead, diseased and abnormal growth, removal of crossing limbs, removal of hazards, tree removal, brush clearing, clearing of obstructions and establishment of under-clearance. The City shall set productivity standards for each type of work performed. Branches must be cleared to 8' minimum above sidewalks, and 14' above roads at all times, city-wide.

Work shall conform to the requirements of the most recent revisions of American National Standard Institute Standard Z-133.1. (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing and for Cutting Brush) and the ANSI A300-1995 Standard Practices for tree care operations – Tree, Shrubs, and other Woody Plant Maintenance. Notwithstanding the above, the City reserves the right to direct the Bidder to perform work in a manner deemed to be in the best interest of the City.

Care shall be taken at all times so as to prevent limbs, branches, and trunks from falling and damaging adjacent homes, driveways, sidewalks, streets, landscaping and other property, both public and private.

2.15 Tree Removal

Bidder shall be responsible for the removal of an estimated 150 street/park trees (12" – 36" Diameter at Standard Height - DBH) and an estimated 30 street/park trees (over 36" DSH) per year. Trees will be identified by city staff who will post the tree removal permits per city regulations. Bidder shall include the cost of the removal and the export of all wood and debris in the bid price. The city reserves the right to obtain other bids from outside tree contractors and approve these bids based on cost and/or service quality.

2.16 Stump Grinding

Tree stump grinding should be conducted within 1 to 2 business days after a tree has been removed. All excess debris generated shall be removed from the site and disposed of accordingly per paragraph 2.9. Once completed, Bidder shall leave the removal area restored by fine grading, installing new planting soil (70 sand/30 muck mixture) and installing St. Augustine 'Floritam' sod or other approved sod for the specific location in the immediate removal area, and/or ready the area to plant a replacement tree as instructed by the City. Tree planting operations will be by the City or under additional services, as required.

GROUP 2: PRE-QUALIFICATION POOL

2.17 New Tree Planting

Tree planting work to replace removed trees may be performed under this contract. When the need arises, the City will request a price quote from the Pre-Qualified Bidders.

The vendor then offering the lowest, fixed price shall be awarded the specific project. The award to one vendor does not preclude the remaining pre-qualified vendor from submitting spot market offers for other specific purchases. The City reserves the right to determine if the proposed costs are reasonable or seek the services from an alternate source.

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SECTION 3 - QUALIFICATION REQUIREMENTS

Invitation for Bids (IFB) No. 2024-015

The City of Coral Gables intends to procure the services as specified herein from a source of supply that will give prompt, professional and convenient service of acceptable quality.

The following represent the minimum qualification requirements for a Bidder to be deemed responsive by the City, and the Bidder shall satisfy each of the following minimum requirements cited below. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the Bidders submittal being deemed non-responsive.

Minimum Qualifications:

A) BIDDER SHALL:

Using Attachment E – Reference Form, Demonstrate Items 1 And 2 Below:

- (1) **For Group 1 and 2:** Be regularly engaged in the business of providing goods and/or services similar in scope and size as described in the “**Scope of Services**” for a minimum of five (5) years. Bidder’s ability to demonstrate the minimum of five (5) years shall be verified through bidder’s references provided.
- (2) Provide a **minimum** of three (3) similar engagements satisfactorily performed in the last five (5) years. **All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above.**

At least one (1) of the references’ start date **must** cover the five (5) year period from the issuance of this solicitation.

- (3) **For Group 1:** Prior to award of IFB, own or have under formal lease or purchase agreement, the vehicles and equipment listed and meeting the requirements outlined in Section 2, paragraph 2.2 of the IFB. List of bidder’s current vehicles and equipment shall be submitted at time of bid utilizing Exhibit B - Vehicles and Equipment Form. Vehicles / equipment not in Bidder’s possession at time of bid, shall be required of Bidder as a condition prior to finalization of IFB award.

B) KEY PERSONNEL:

- (1) Two (2) General Forepersons:

For Group 1 and 2:

- a) Must have a minimum of five (5) years of documented experience in tree maintenance services. Personnel’s experience shall be verified through a copy of resume.
- b) Must be a Certified Arborist by the International Society of Arboriculture (ISA). ISA certification for both General Forepersons must be provided in the bid response.
- c) Must be trained in the American National Standards Institute ANSI 300 & ANSI Z 133 or a training program which complies with the requirements of the ANSI 300 & ANSI Z 133 standards. A copy of a completion certificate must be provided for both General Forepersons in the bid response. If submitting an in-house training program, documentation must be submitted in bid response that demonstrates compliance with the ANSI standards.

NOTE: Documentation requested above MUST be submitted for ALL Staff required in the IFB. Failure to submit documentation in its submittal to determine responsiveness by the City, will result in the Bidders submittal being deemed non-responsive.

(2) Crew Foreperson:

For Group 1:

- a) Must have a minimum of three (3) years of documented experience in tree pruning. Personnel's experience shall be verified through a copy of resume submitted for all seven (7) Crew Forepersons.
- b) Must be trained in the American National Standards Institute ANSI 300 & ANSI Z 133 or a training program which complies with the requirements of the ANSI 300 & ANSI Z 133 standards. A copy of a completion certificate must be provided for all seven (7) Crew Forepersons in the bid response. If submitting an in-house training program, documentation must be submitted in bid response that demonstrates compliance of the training program with the ANSI standards.
- c) Two (2) of the Crew Forepersons must be qualified and experienced tree climbers capable of trimming trees without the use of mechanical lifts, ladders, or tree climbing spikes. Duties and years of experience shall be verified through a copy of resume for both Crew Forepersons, provided in the bid response.

NOTE: Documentation requested above MUST be submitted for ALL Staff required in the IFB. Failure to submit documentation in its submittal to determine responsiveness by the City, will result in the Bidders submittal being deemed non-responsive.

(3) General Foreperson, Crew Foreperson, or Grounds Person:

For Group 1:

- a) One (1) staff member assigned to this account must have a Utility Specialist certification by the International Society of Arboriculture (ISA). A copy of the certificate must be provided in bid response.

The following represent the general qualification requirements for a Bidder to be considered for final award. Failure to provide the following may prohibit the Bidder's submittal continuing in the evaluation process for award consideration.

General Qualifications:

C) BIDDER WILL:

- (1) Provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.

Note: All license requirements must remain valid and in place throughout the term of this contract or engagement. Failure to maintain a valid license may be cause for termination as to be determined by the City.

SECTION 4 - GENERAL CONDITIONS

Invitation for Bids (IFB) No. 2024-015

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Bids or sections thereof and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein but reserves the right to accept any Bids which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Bidder(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this IFB. This offering of IFB itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Bidder. Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the goods or services outlined.

4.2 Legal Requirements

The Bidder shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Bidder shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Bidder(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Bid response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Bid; however, the City may, at its sole option and in its best interest, allow the Bidder to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use

plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw includes compostable and biodegradable petroleum or biologically based polymer straws but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks) but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.7 Public Entity Crimes

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 to provide any goods or services to a public entity, may not submit a Bid 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.9 Determination of Responsiveness

Each Bid will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" Bid is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.

4.10 Evaluation of Bids

A. Rejection of Bids

The City may reject a Bid for any of the following reasons:

- 1) Bidder fails to acknowledge receipt of addenda;
- 2) Bidder misstates or conceals any material fact in the Bid;
- 3) Bid does not conform to the requirements of the Formal Solicitation;
- 4) Bid requires a conditional award that conflicts with the method of award;
- 5) Bid does not include required samples, certificates, licenses as required; and,
- 6) Bid was not executed by the Bidder's (s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Bid may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Bidder shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) 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.
- 5) Bidder has previously defaulted in the performance of a public service contract or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work

D. Errors or Mistakes

- 1) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Procurement Specialist or staff assigned to handle the project.
- 2) The correction will be reflected on the final bid tabulation for the project. At no time during the correction of the final tally shall the unit prices be changed.
- 3) If determined by the Chief Procurement Officer, some minor clerical, non-judgmental mistakes of fact may be corrected by a responsive bidder. This determination will be communicated in writing with specific perimeters on the acceptance of an updated response.

E. Voluntary Price Reductions

- 1) The City may accept voluntary price reductions from a low Vendor after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids.
- 2) A voluntary price reduction may NOT be used to ascertain the lowest responsive Vendor. This feature may only be utilized after the lowest, responsive and responsible bidder determination has been made.

4.11 Collusion

The Bidder, by submitting a Bid, certifies that its Bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Bid for the same services, or with any City Department. The Bidder certifies that its Bid is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Bids where collusion may have occurred.

4.12 Sub-Contractor(s) / Sub-Consultant

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Bid the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this IFB.

Bidder(s) shall include in their Bids the requested Sub-Contractor information and include all relevant information required of the Bidder(s).

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.14 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitation for bids or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Bidder acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Trade Secret, Proprietary or Confidential Information

The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Bidder a competitive advantage over other

Bidders. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

4.16 Purchasing Agreements with Other Government Agencies

Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful bidder(s) at the contract prices(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Bidder(s).

4.17 Protection of Property / Safety Concerns

The Successful Bidder shall at all-time take precautions to avoid any damage or loss of property of the City and shall replace and repair to the City's satisfaction any loss or damage at Bidder's expense. Bidder shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Bidders and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

4.18 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including, if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Bidder, upon request by the City, shall supply additional documentation. Bidder may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.19 Auditing of Records

The Successful Bidder's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.20 One Bid Response

Only one (1) Bid from a Bidder will be considered in response to this Formal Solicitation. Submission of more than one Bid for the same Contract under the same or different names will deem all such duplicated Bids non-responsive and all shall be rejected.

4.21 Award of Contract

The contract will be awarded per the criteria outlined in Section 1.5. All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Bidder awarded the Contract. The Contract provides that the Bidder will render the requested services to the City as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

4.21.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following approval by the city commission and executed Contract. **Neither the Successful Bidder(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor.**

4.22 Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional’s employees working on the outside (i.e., landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional’s employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e., Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening and submit the results to Human Resources (HR).

4.23 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

4.24 Unit Prices

When unit pricing is requested and there is a discrepancy between the unit price and any extended prices, the unit price will prevail.

4.25 Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by written agreement by the City, will continue until completion at the same prices, terms and conditions.

4.26 Employee Eligibility Verification.

Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

4.27 Lobbyist Registration Form

The Bidder 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 2017-44 that requires any individual, corporation, partnership, or other legal entity employed or retained whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation

which foreseeably will be heard or reviewed by the City Commission, or a city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

SUPPLEMENTARY CONDITIONS

4.28 Conditions of Award

The City's award of this IFB to the lowest responsive and responsible Bidder is subject to the following:

- Bidder's purchase or lease of any vehicles or equipment listed under IFB Section 3, with GPS Fleet Tracking software.

Upon written notice by the City and prior to award of IFB, the City shall provide Bidder a reasonable time period to secure the vehicles and equipment required under the IFB. Bidder shall provide proof of ownership or lease documents demonstrating vehicles and equipment are in Bidder's possession. The City reserves the right to inspect Bidder's equipment storage facility to verify Bidder has the required vehicles and equipment to perform services under this IFB. Bidder's failure to secure the required vehicles / equipment under this IFB shall deem Bidder as non-responsible.

4.29 Inspections

Prior to award of IFB and throughout the term of the resulting contract, the City may inspect Bidder's equipment to ensure that it is in good working condition. Inspections may be performed at the Bidder's equipment storage facility. Inspections may include, but are not limited to verifying the following:

- Equipment is properly identified with Bidder's logo (company name).
- Vehicles are in good working condition (i.e. can be powered on; free from leaking fluids; buckets are not damaged; aerial booms are functioning).
- Chippers, grinders, and hand-held gas-powered equipment such as chainsaws and power pruners can be powered on and visually are in good working condition.
- Bidder has on-site inventory of hand-held manual tools such as hand saws, hand pruners, loppers, pole saws and other necessary incidental equipment required to perform the Services.

4.30 Price Adjustments

Unit Prices shall remain fixed and firm for the initial three (3) year term of the agreement. Prior to each renewal term of the resulting agreement, unit prices may be adjusted based on the percentage change reflected in the Consumer Price Index for All Urban Consumers (CPI-U) for the Miami-Fort Lauderdale area. The Successful Bidder is responsible for requesting any price adjustment and submitting documentation requesting said increase to the Finance Department, Procurement Division. It shall be further understood that the City reserves the right to negotiate and/or reject any price adjustments. Any allowable price adjustments shall not exceed 5% (increase or decrease).

SECTION 5 – **INDEMNIFICATION, HOLD HARMLESS & INSURANCE** **REQUIREMENTS**

Invitation for Bids (IFB) No. 2024-015

- 5.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City and its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-contractor other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. This indemnification and Hold Harmless provision shall survive termination of the Agreement.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Contractor will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in

responding to document requests or public records requests relating to such claims whether from Contractor or any other party, Contractor will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Contractor will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Bidder hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Agreement resulting from this IFB, will supersede and take precedence over any such provisions contained within the IFB documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971 the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to

conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- a. **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

- 5.6.3.1 Workers' Compensation - Coverage A
-Statutory Limits (State or Federal Act)

- 5.6.3.2 Employers' Liability - Coverage B
 - \$1,000,000 Limit - Each Accident
 - \$1,000,000 Limit - Disease each Employee
 - \$1,000,000 Limit - Disease Policy Limit

- b. **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- 5.6.3.3 Each Occurrence Limit - \$1,000,000
- 5.6.3.4 Fire Damage Limit (Damage to rented premises) - \$100,000
- 5.6.3.5 Personal & Advertising Injury Limit - \$1,000,000
- 5.6.3.6 General Aggregate Limit - \$2,000,000
- 5.6.3.7 Products & Completed Operations Aggregate Limit \$2,000,000

- c. **Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 5.6.3.8 Any Auto (Symbol 1)
- 5.6.3.9 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.10 Hired Autos (Symbol 8)
- 5.6.3.11 Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.3.12 Non-Owned Autos (Symbol 9)
- 5.6.3.13 Combined Single Limit (Each Accident) - \$1,000,000

- d. **Pollution Liability-** contractor hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the City reserves the right to review and request a copy of the Contractor's most recent annual report or audited financial statements. This coverage shall be endorsed to include the "City of Coral Gables" as an Additional Insured on a primary and non-contributory.

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis on all required coverages except workers compensation.

5.6.5.1.2 Waiver of Subrogation on all required coverages

5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
PO BOX 100085 – CE
DULUTH, GA 30096

5.6.5.2 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements **at any time during the course of the agreement.**

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Bidder not be able to comply with any insurance requirement, for any reason, the Bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Bidders are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to riskmanagement@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 – CE
Duluth, GA 30096

SECTION 6 - SUBMISSION OF BIDS

Invitation for Bids (IFB) No. 2024-015

6.1 SUBMITTAL INSTRUCTIONS

Bid responses to this IFB must be submitted electronically through INFOR with all required forms and schedules executed. **The Bid must be signed by an officer or representative who is authorized to contractually bind the Bidder.** Bids shall be submitted in the format outlined below under "Bid Format".

Any and all Bids which do not include all required documentation uploaded to **INFOR** and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Bid Price form and Bid Bond (if applicable). Bid Submittals received with no Bid Price or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any requested documentation upon request from the City within the timeframe designated, or the Bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

Bidders shall submit a Bid Response, electronically via INFOR along with all required checklists, forms, and schedules. Additionally, **The Agreement** is a **draft** for your review; **therefore, submittal of this agreement is not required with the Bid.** Bids received after the submittal deadline will not be accepted.

It will be the sole responsibility of the Bidder to ensure their Bid Response is uploaded to INFOR on or before the submittal deadline.

All Bids submitted become the exclusive property of the City of Coral Gables.

The Bid shall be considered an offer on the part of the Bidder, which shall be deemed, accepted upon approval by the City, and in case of default, the City reserves the right to accept or reject any and all Bids, to waive irregularities and technicalities, and request new Bids. The City also reserves the right to award any resulting agreement as it deems will best serve the interest of the City.

6.2 BID FORMAT

ALL BID RESPONSES SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW (DO NOT SUSUBMIT A COPY OF THE ORIGINAL SOLICITATION).

- (a) **Title Page:** Show the IFB Number and Title, the name of your firm, address, telephone number, name of contact person, email address and date.
- (b) **Table of Contents:** Clearly identify each section below by name and page number. Please be sure to label the following sections in the Bid: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

- (f) 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". P A G E # _____ As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
1. Name of the City Department for which the services are being performed,
 2. Scope/description of work,
 3. Awarded value of the contract/current value
 4. Effective dates and term of the contract
 5. City project manager's name and phone number,
 6. Statement of whether the Proposer was the prime contractor or subcontractor, and
 7. Results of the project.
- (g) **Business Experience and References:** Using Attachment E – City of Coral Gables Reference Form, provide a minimum of three (3) similar engagements satisfactorily performed in the last five (5) years. For each engagement listed please provide any documentation related to performance issues of any related current or past contracts to include any non-performance reports or notices to cure. The City reserves the right to contact any reference or current customer identified as part of the evaluation process.

The information provided via Attachment E – Reference Form will be the ONLY information that the City will utilize to verify experience as required per this project.

Note: Do not include work/services performed for the City of Coral Gables or City employees as references (already provided in (f)).

- (h) **Bid Pricing:** Complete and submit in INFOR with bid.
- (i) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below. Mark "N/A" (*not applicable*) on any document that does not pertain to you.
- (i) **Bid Bond** - AN ORIGINAL COPY OF THE BOND MUST BE RECEIVED PRIOR TO THE CLOSING DATE OF THE SOLICITATION IN ORDER FOR YOUR SUBMITTAL TO BE CONSIDERED RESPONSIVE.
- (ii) **Bidder's Affidavit** - along with **Schedules A through M** as follows:

- A – Certificate of Bidder
- B – Non-Collusion Affidavit
- C – Drug Free Statement
- D – Bidders Qualification Statement
- E – Code of Ethics, Conflict of Interest, Cone of Silence
- F – Americans with Disabilities Act (ADA)
- G – Public Entity Crimes
- H – Acknowledgement of Addenda
- I – Appendix A, C.F.R. Part 18 – Certification Regarding Lobbying
- J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K – Federal Grant Funding Special Proposal Conditions
- L – Work Hours & Safety Certification
- M – Safety Accident Prevention

- (iii) **Employer E-Verify Affidavit**

(iv) **Lobbyist Registration Form**

- (j) **Financial Stability:** After receipt of bids, Bidder may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). Statements shall be certified by an independent Certified Public Accountant.

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SECTION 7 - BID PRICING

Invitation for Bids (IFB) No. 2024-015

Bidder shall provide pricing as outlined in INFOR, and as described in the Scope of Work of this IFB. Pricing submitted in any other format will not be accepted or considered. Pricing submitted as an attachment **will not** be accepted.

GROUP 1:

Tree Maintenance Services: Award of this Group will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when all items are added in the aggregate. Failure to do so may deem your bid non-responsive. Award will be made to the three (3) most responsive and responsible bidder(s) as primary, secondary, and tertiary vendors.

Lines 5, 6, and 7: Hourly rates are for the purpose of calculating (1) after-hours emergency work (with a 2-hours minimum for call-backs), (2) when additional staff is required on a crew type listed above, and (3) when overtime work is authorized by the City. If after-hours emergency work or overtime work is authorized by the City, 1.5 x hourly rate below will apply. If emergency work is performed as a continuation of the typical workday, the 1.5 x hourly rate will not take effect until 6 pm (weekdays) and 5 pm (weekends). The 1.5 x rate for overtime will only apply to time worked over 40 hours in a week, if authorized by the City. Additional staff on a crew type may only be billed at the Ground person hourly rate unless otherwise authorized by the City due to the type of work being performed.

Quantities are estimated yearly amount.

Pricing submitted may not contain price escalations of any kind.

GROUP 2:

Pre-Qualification Pool for New Tree Planting: Award of this Group will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in Section 3 of this IFB.

SECTION 8 –
IFB RESPONSE FORMS: CONTRACTOR’S
AFFIDAVITS & LOBBYIST REGISTRATION

Invitation for Bids (IFB) No. 2024-015

8.1 Bidder’s Affidavit - along with **Schedules A through M** as follows:

- A - Certificate of Bidder
- B - Non-Collusion Affidavit
- C - Drug Free Statement
- D - Bidders Qualification Statement
- E - Code of Ethics, Conflict of Interest, Cone of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Appendix A, C.F.R. Part 18 – Certification Regarding Lobbying
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Special Proposal Conditions
- L – Work Hours & Safety Certification
- M – Safety Accident Prevention

8.2 Employer E-Verify Affidavit

8.3 Lobbyist Registration Form

SECTION 9 –
CONTRACT/ AGREEMENT (DRAFT)

Invitation for Bids (IFB) No. 2024-015

- 9.1** The enclosed Agreement - Attachment F is a draft for your review. You are not required to fill out and submit the agreement at time of bid submittal.

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