



City of Coral Gables

IFB No. 2022-015

Fiber Optic Backbone Expansion Project

Unitec Inc.
480 W 83rd Street
Hialeah, FL 33014
(305) 947-5226 Ext. 101
Katuska Hurles
khurles@unitecus.com
August 19th, 2022

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CITY OF CORAL GABLES, FL

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

REVISED BIDDER ACKNOWLEDGEMENT


IFB NUMBER AND TITLE: Fiber Optic Backbone Expansion Project – IFB 2022-015	Bids must be received prior to 2:00 p.m., on Friday, August 19, 2022 and may not be withdrawn for a period of up to 90 calendar days after bid opening. Bids received after the specified date and time will not be accepted.
A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Facsimile: 305-261-1601 Email: ehernandez2@coralgables.com / contracts@coralgables.com

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE BID PRIOR TO THE DATE AND THE TIME OF BID OPENING.

Bidder Name: Unitec Inc.	FEIN or SS Number: 65-0817802
Complete Mailing Address: 480 W 83rd Street Hialeah, FL 33014	Telephone No. (305) 947-5226 Ext. 101 Cellular No. (305) 219-4697
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.: (305) 947-9307
Bid Bond / Security Bond ___ N/A ___%	Email: khurles@unitecus.com

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL IFB SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE IFB DOCUMENT MAY RENDER YOUR IFB NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS BID IS BASED UPON ALL CONDITIONS AS LISTED IN THE BID DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE BID 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 BID PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW **PREFERABLY IN BLUE INK** ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

 _____ Authorized Name Signature	General Manager _____ Title	August 5, 2022 _____ Date
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REVISED SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2022-015

COMPANY NAME: (Please Print): Unitec Inc.

Phone: (305) 947-5226 Ext. 101 Email: khurles@unitecus.com

-- NOTICE --

BEFORE SUBMITTING YOUR SOLICITATION, MAKE SURE YOU HAVE:

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

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # 1
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. PAGE # 2
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # 3
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # 4-5
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # 6
- 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 4.8 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 # 7 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.
- 8) Business Experience and References: Provide a list and description of a minimum of three (3) projects of similar size and scope satisfactorily performed. Bidder must have a minimum of five (5) years' documented experience as a prime contractor in similar projects involving General Construction as a General Contractor or Electrical Contractor. PAGE # 8-9 Include the following information for each project submitted:
 - a. Contract Title.
 - b. Municipality / Company Name.
 - c. Contact name, telephone number and email address.
 - d. Contract value and brief description.
 - e. How long have you been working with this Company?

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

- 9) Action Plan: provide a plan of action with regard to how the work will be accomplished along with a timeline and staffing roster for the personnel that will be assigned to each phase. PAGE # 14-15

- 10) Bid Pricing Form: Complete and submit with bid. (Attachment A) PAGE # 16
- 11) Fill out, sign, notarize, and submit the Bidder's Affidavit and Schedules A through M. (Attachment B) PAGE # 17-33
- 11) Complete the Employer E-Verify Affidavit (Attachment C) (Refer to Section 4.81) PAGE # 34
- 12) Complete the Lobbyist Registration Form (Attachment E) PAGE # 35-36

-- 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 Construction 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 PublicPurchase.
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. PLEASE NOTE THAT IT IS THE BIDDER'S RESPONSIBILITY TO MAKE SURE THE BID BOND IS RECEIVED BY THE PROCUREMENT OFFICE AND SHOULD NOT BE DELIVERED TO ANY OTHER SITE OR DEPARTMENT.

Minimum Qualification Requirements

Minimum Qualifications:

(A) BIDDER SHALL:

(1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the “**Scope of Services**” for a minimum of five (5) years and have successfully completed three (3) fiber deployments projects for private or public entities. Bidder’s experience shall be verified through bidder’s references provided in the bid response.

Unitec Answer: See enclosed Business Experience and References on Pages 8-9

(2) Hold and provide an active license with The Department of Business and Professional Regulation of the State of Florida as a Certified General Contractor or Certified Electrical Contractor. A copy of the license must be provided with the solicitation response.

Unitec Answer: See enclosed State of Florida as a Certified General Contractor and Certified Electrical Contractor licenses on Pages 11-13

General Qualifications:

(B) 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.

Unitec Answer: See enclosed proof of active Florida Department of State, Division of Corporation on Page 10

(2) Meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations as outlined in the Bidder’s Affidavits Schedules A-M.

Unitec Answer: Unitec meets all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations as outlined in the Bidder’s Affidavits Schedules A-M. See enclosed Bidder’s Affidavit Schedules A-M.

City of Coral Gables Contracts

City of Coral Gables Contracts: 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 4.8 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”. 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.

Unitec Response: Unitec has not performed any work for City of Coral Gables as a Prime or as a Subcontractor.

Business Experience and References

Business Experience and References: Bidder must have a minimum of five (5) years' documented experience as a prime contractor in similar projects involving General Construction as a General Contractor or Electrical Contractor. Bidder shall provide a list and description of a minimum of three (3) references of similar size and scope satisfactorily performed.

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

Reference #1
<p>a. Contract Title: On-going Plant Expansion Construction Projects</p> <p>b. Municipality / <u>Company Name</u>: Breezeline formerly Atlantic Broadband</p> <p>c. Contact name, telephone number and email address: Jorge Seco, Project Manager (786) 405-5651 jseco@breezeline.com</p> <p>d. Contract value and brief description: Each contract value is from \$50,000.00 to \$400,000.00 of labor for plant expansions which include directional bore and installation of conduit, installation of handholes, pulling fiber, testing, and terminating. We are currently working on 5 plant expansions Miami Dade and Broward counties.</p> <p>e. How long have you been working with this Municipality / <u>Company</u>: Ongoing for over 20 years</p>
Reference #2
<p>a. Contract Title: Fiber Network Expansion (Phase 2)</p> <p>b. <u>Municipality</u> / <u>Company Name</u>: City of Tamarac</p> <p>c. Contact name, telephone number and email address: Dibb Machuca, Acting Capital Project Manager (954) 597-3725 Dibb.Machuca@tamarac.org</p> <p>d. Contract value and brief description: \$1,146,070.00 / Expansion of high-speed fiber network by installing new underground conduit and fiber connections including termination and testing throughout the City of Tamarac's locations (City Hall, Water Treatment Plant, Fire Station 78, Recreation Center, East Pump Station, and Mainland Park).</p> <p>e. How long have you been working with this <u>Municipality</u> / <u>Company</u>: 1 year</p>

Reference #3

- a. Contract Title: Fiber Optic Connection between City Hall & Utilities Building
- b. Municipality / Company Name: City of Homestead
- c. Contact name, telephone number and email address:
Felix Diaz, Project Manager
(305) 224-4649
fdiaz@cityofhomestead.com
- d. Contract value and brief description: \$87,500.00 / Installation of new conduit from City Hall to Utilities Building and installation of new fiber cable from I.T.S. room in City Hall to I.T.S. room in Utilities Building.
- e. How long have you been working with this Municipality / Company: 60 days

Reference #4

- a. Contract Title: 2" inch HDPE conduit installation along Miramar Parkway from Tarpon Drive to Arcadia Drive and from SW 64th Avenue to S.R. 7
- b. Municipality / Company Name: City of Miramar
- c. Contact name, telephone number and email address:
Alexander Shershevsky, Project Manager
(954) 602-3315
ashershevsky@miramarfl.gov
- d. Contract value and brief description, \$97,880.00 / Installation of 2" conduit along Miramar Parkway from Tarpon Drive to Arcadia Drive and from SW 64th Avenue to S.R.7
- e. How long have you been working with this Municipality / Company: 30 days

State of Florida

Department of State

I certify from the records of this office that UNITEC INC. is a corporation organized under the laws of the State of Florida, filed on March 11, 1998.

The document number of this corporation is P98000023322.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 9, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of March, 2022*



Randy Bee
Secretary of State

Tracking Number: 7167289348CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HURLES, KATIUSKA

UNITEC
480 W. 83RD STREET
HIALEAH FL 33014

LICENSE NUMBER: CGC1527259

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

ALVAREZ, JULIO C

UNITEC

14250 NE 18TH AVE

NORTH MIAMI FL 33181

LICENSE NUMBER: EC13010211

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HURLES, KATIUSKA

UNITEC
480 W. 83RD STREET
HIALEAH FL 33014

LICENSE NUMBER: CUC1224567

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Action Plan

Provide a plan of action with regard to how the work will be accomplished along with a timeline and staffing roster for the personnel that will be assigned to each phase.

Unitec Response:

How work will be accomplished

After the notice to proceed is issued, Unitec will begin designing construction plans for all four phases. Construction plans will be submitted for permitting to the City of Coral Gables. Once permits are approved, Unitec will call Sunshine 811 for locates and send personnel to conduct Ground Penetrating Radar (GPR) of all four phases. Once all utilities have responded to the locates and GPR is complete, Unitec will secure parking for mobilization of equipment, coordinate with City of Coral Gables off-duty police, and manage any required lane closure approvals. Construction will commence with directional boring to install conduits based on the approved permits per phase followed by installation of handholes and tie-ins. Later, fiber will be pulled, spliced, and tested. Finally, restoration will be completed. Unitec will request substantial completion of work and ask for a walk-thru with the city. If the city creates punch list items, Unitec will address them right away. Finally, we will design the as-built plans for each phase, submit to the city for review and request final inspection to close out all permits.

Unitec recommends having bi-weekly progress monitoring meetings with the City of Coral Gables Project Manager assigned to this project.

Timeline

The preliminary timeline after notice to proceed will be:

1. Design Construction Plans- approximately 4 weeks for all phases.
2. Permits- contingent on City of Coral Gables' approval.
3. Call for locates and complete internal Ground Penetrating Radar (GPR)- approximately 4 weeks for all phases.
4. Directional bore by phase based on permit approval and locates clearing- approximately 3 weeks per phase.
5. Install handholes and tie-ins- approximately 3 weeks per phase.
6. Pull fiber, fiber splicing and testing- approximately 2 weeks per phase.
7. Restoration- approximately 3 weeks per phase.
8. As-builts will be designed and submitted to the City of Coral Gables- approximately 4 weeks for all phases.
9. Final inspection and close all permits- contingent on City of Coral Gables.

Staffing roster for personnel assigned to each phase

Key personnel that will be responsible for this contract and all phases:

Katuska Hurles, General Manager	Oversees all Contract documents and project completion
Javier Parera, Superintendent	Oversees the construction department and supervises the Project Managers
Miguel Fernandez, Project Manager	Project Manager and MOT expert
Leslie Gonzalez, Business Manager	Oversees scheduling, materials, progress monitoring

Day to day operations:

Javier Parera, Superintendent will be responsible for the coordination of work for all four phases. Unitec actively has ten crews always working on various projects. One crew will be assigned to this project with the ability to assign a second crew if needed. Each crew has a project manager, foreman and laborers with expertise in underground utilities construction and fiber optics work.

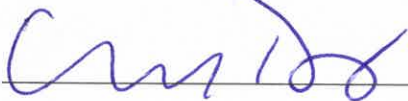
REVISED BID PRICING SHEET
IFB 2022-015 Fiber Optic Backbone Expansion Project
SOLICITATION CLOSING DATE: August 19, 2022 @ 2:00 PM (EST)

Award of Bid will be made to the lowest responsive and responsible bidder who bids on all four phases and all items contained within and whose bid offers the lowest total price when all items are added in the aggregate. Bidder must bid on all items, failure to do so may deem your bid non-responsive. In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. 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.

BIDDER: Unitec Inc. **FEIN:** 65-0817802

PHASE 1		
Item No.	Description	Unit Price
1	Design and Planning	\$ 2,500.00
2	Fiber optic cables, FDPs, connectors & all materials	\$ 19,000.00
3	Boring & hand trenching	\$ 50,000.00
4	Hand holes and splicing enclosures	\$ 11,000.00
5	Entrances	\$ 0.00
6	Permitting	\$ 8,250.00
Subtotal Phase 1 (line items 1 to 6)		\$ 90,750.00
PHASE 2		
7	Design and Planning	\$ 6,200.00
8	Fiber optic cables, FDPs, connectors & all materials	\$ 69,000.00
9	Boring & hand trenching	\$ 120,000.00
10	Hand holes and splicing enclosures	\$ 40,000.00
11	Entrances	\$ 6,000.00
12	Permitting	\$ 22,000.00
Subtotal Phase 2 (line items 7 to 12)		\$ 263,200.00
PHASE 3		
13	Design and Planning	\$ 3,600.00
14	Fiber optic cables, FDPs, connectors & all materials	\$ 48,200.00
15	Boring & hand trenching	\$ 63,000.00
16	Hand holes and splicing enclosures	\$ 17,000.00
17	Entrances	\$ 9,000.00
18	Permitting	\$ 12,100.00
Subtotal Phase 3 (line items 13 to 18)		\$ 152,900.00
PHASE 4		
19	Design and Planning	\$ 3,800.00
20	Fiber optic cables, FDPs, connectors & all materials	\$ 48,200.00
21	Boring & hand trenching	\$ 63,000.00
22	Hand holes and splicing enclosures	\$ 19,000.00
23	Entrances	\$ 9,000.00
24	Permitting	\$ 12,650.00
Subtotal Phase 4 (line items 19 to 24)		\$ 155,650.00
Total All Four Phases (Line items 1 to 24)		\$ 662,500.00

NOTE: Unit Price shall include, but not be limited to, full compensation for labor, supervision, personnel, materials, any and all tools and equipment used, travel and related expenses and any and all other costs to the Bidder. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Unit Prices shall remain fixed and firm for the term of the contract, including renewal options.

Authorized Signature:  Title: General Manager
 Print/Type Name: Katuska Hurles Phone: (305) 947-5226 Ext. 101
 E-mail: khurles@unitecus.com Fax: (305) 947-9307
 Address: 480 W 83rd Street City: Hialeah State: FL Zip Code: 33014

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS BID PRICE FORM WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE BIDDER NON-RESPONSIVE.

RESPONDENT'S AFFIDAVIT

SOLICITATION: IFB 2021-015 Fiber Optic Backbone Expansion Project

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


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

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

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

Katuska Hurlles

Authorized Name and Signature



General Manager

Title

8/1/2022

Date

STATE OF Florida

COUNTY OF Miami-Dade

On this 1st day of August, 2022, before me the undersigned Notary Public of the State of Florida, personally appeared Katiuska Hurles
(Name(s) of individual(s) who appeared before Notary)

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


NOTARY PUBLIC, STATE OF FLORIDA

Leslie Gonzalez
(Name of notary Public; Print, Stamp or Type as Commissioned.)

Personally know to me, or Produced Identification:

(Type of Identification Produced)

NOTARY PUBLIC
SEAL OF OFFICE:



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

Neither I, nor the company, hereby represent has:

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

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

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

of the Respondent that has submitted the attached response.

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

Name: Not Applicable Relationship: _____

Name: _____ Relationship: _____

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

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

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

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

GENERAL COMPANY INFORMATION:

Company Name: Unitec Inc.

Address: 480 W 83rd Street Hialeah FL 33014
Street City State Zip Code

Telephone No: (305)947-5226 Ext. 101 Fax No: (305)947-9307 Email: khurles@unitecus.com

How many years has your company been in business under its present name? 8 Years

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

Unitec

Under what former names has your company operated? : Atlantic Coast Cable Communications Inc.

At what address was that company located? 14250 NE 18th Avenue North Miami, FL 33181

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

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No X If yes, explain: _____

LEGAL INFORMATION:

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

None

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

Yes _____ No X If Yes, explain _____

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

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

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

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

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

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

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

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

[Attach a copy of the final order]

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

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

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

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

Addendum No. 1 Date July 21, 2022 Addendum No. _____ Date _____

Addendum No. 2 Date July 27, 2022 Addendum No. _____ Date _____

Addendum No. 3 Date August 4, 2022 Addendum No. _____ Date _____

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

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

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

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

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

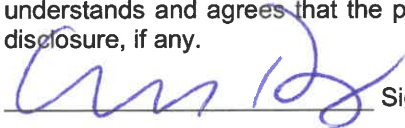
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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



Signature of Company's Authorized Official

Katuska Hurles, General Manager Name and Title of Company's Authorized Official

August 1, 2022 Date

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

Government Debarment & Suspension Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation

Katuska Hurles, General Manager
Printed Name and Title of Authorized Representative


Signature

August 1, 2022
Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

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

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

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The respondent shall certify compliance. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The respondent shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

DATE: August 1, 2022

SIGNATURE: 

COMPANY: Unitec Inc.

NAME: Katuska Hurles

ADDRESS: 480 W 83rd Street
Hialeah, FL 33014

TITLE: General Manager

E-MAIL: khurles@unitecus.com

PHONE NO. (305) 947-5226 Ext. 101

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

This certification is incorporated as part of the contract for **IFB 2022-015 - Fiber Optic Backbone Expansion Project**.

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

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

Katuska Hurler of Unitec Inc., hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.


Contractor Signature

Date: August 1, 2022

SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

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

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

Katuska Hurles of Unitec Inc., hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: August 1, 2022



**City of Coral Gables
Finance Department/Procurement Division**

Employer E-Verify Affidavit

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

1627016

Federal Work Authorization User Identification Number

January 20, 2021

Date of Authorization

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

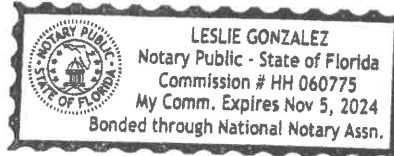
Executed on August 1, 2022 in Hialeah (city), Florida (state).


Signature of Authorized Officer or Agent

Katuska Hurles, General Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 1st DAY OF August, 2022.


NOTARY PUBLIC
My Commission Expires:
11/5/2024



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

SOLICITATION NAME/NUMBER: Fiber Optic Backbone Expansion Project / IFB No. 2022-015

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Lobbyist: *Not Applicable*
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

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

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

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

Authorized Signature:  _____

Printed Name: *Katuska Hurles* _____

Date: *August 1, 2022* _____

Title: *General Manager* _____

Bidder/Proposer Name: *Unitec Inc.* _____