



## City of Coral Gables Invitation for Bids (IFB) No. 2025-020 Stormwater System Cleaning

**Company Contact** 

657 South Drive, Suite 401 Miami, FL 33166

Contact Name: Jose L. Ferre

Email: estimating@flotechllc.com

Telephone: (866) 299-3323

Date: August 11, 2025



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#### CITY OF CORAL GABLES, FL

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

#### **BIDDER ACKNOWLEDGEMENT**

IFB No. 2025-020	Electronic Bid response must be received prior to 2:00 p.m., on Monday, August 11,					
IFB Title: Stormwater System Cleaning	2025, via INFOR and may not be withdrawn for 90 calendar days. Submittals 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.	Title: Procurement Specialist Telephone: 305-460-5103					
Bidder Name: Flotech Environmental, LLC	FEIN or SS Number: 45-4556187					
Complete Mailing Address:	Telephone No. 866-299-3323					
657 South Drive, Suite 401, Miami, FL 33166	Cellular No. 305-299-8144					
Indicate type of organization below: Limited liability company (LLC)  Corporation: Partnership: Individual: Other: _X	Fax No.: N/A					
Bid Bond / Security Bond5%	Email: estimating@flotechllc.com					

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 RENDER 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.

Jose L. Ferre Managing Member 08/07/2025

Authorized Name and Signature Title Date

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

#### SOLICITATION SUBMISSION CHECKLIST

#### Invitation for Bids (IFB) No. 2025-020

COMPANY NAME: (Please Print): Flotech Er	nvironmental, LLC
Phone: 866-299-3323	Email: estimating@flotechllc.com

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

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # \_1\_\_
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please ensure the following are properly identified on the following sections in the Bid Bond (if applicable), and Addendum Acknowledgement. PAGE # \_2\_\_
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # 3
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # 4-5
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE #6-21
- 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#\_9\_\_ 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 A Reference Form bidders must demonstrate requirements as outlined in Section 3. *References submitted in any other format will not be accepted.* 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 in Section 3. PAGE # 6-21\_

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 <u>MUST</u> 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 <u>DIRECTLY</u> to the Procurement Office located at 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155. The office is open during normal business hours M-F, 8am-5pm (excluding City recognized Holidays). PAGE # 22-24
- 10) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through R. PAGE # 25-50

- 11) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE #51-68
- 12) Complete the Lobbyist Registration Form (Attachment E) PAGE # 69-70
- 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 # 71-72

### -- NOTICE-BEFORE SUBMITTING YOUR BID MAKE SURE YOU

- 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. 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.



#### **CITY OF CORAL GABLES REFERENCE FORM**

IFB No. 2025-020 Stormwater System Cleaning

Complete the form as indicated below, to provide the required information as outlined in Section 3 of the solicitation. The City shall contact the companies listed below to verify the work performed on behalf of your company. All fields must be completed.

Reference # 1 must cover the minimum five (5) year period from the issuance date of this solicitation.

1.	Project Name/Location	2018-010-ND: Routine & Emergency Sanitary & Stormwater Pipe Cleaning & CCTV Services
	Owner Name	City of Miami Beach, Public Works
	Contact Person	Stanley Payne, Storm Water Superintendent
	Contact Telephone No.	305-673-7000 x2343
	Email Address:	StanleyPayne@miamibeachfl.gov
	Yearly Budget/Cost	Work order based. Currently \$3MM+
	Dates of Contract	From: November 2018 To: November 2023
	Project Description	Routine & emergency sanitary & storm water pipe cleaning and CCTV services
Additi		over similar engagements satisfactorily performed in the last five (5) years.
2.	Project Name/Location	E6N18
	Owner Name	FDOT District 6, Miami-Dade
	Contact Person	Nadja Wallace
	Contact Telephone No.	305-640-7154 (Office), 786-877-5988 (Cell)
	Email Address:	nadja.wallace@dot.state.fl.us
	Yearly Budget/Cost	\$500,000.00
	Dates of Contract Project Description	June 2019 June 2022 Drainage system cleaning, televising & repairs to correct
	5,500 2000	deficiencies as part of District Storm Water Management
		Systems & in compliance w/ NPDFS program regs



3.	Project Name/Location	City of Miami - IFB 827381	
	Owner Name	City of Miami	
	Contact Person	Elyrosa Estevez	
	Contact Telephone No.	(305) 484-1256	
	Email Address:	EEstevez@miamigov.com	
	Yearly Budget/Cost	\$4,410,045.35	
	Dates of Contract	From: June 2023To: Current	
	Project Description	Clean Slab Covered Trench (up to 5 ft in depth): 1,214	<u>LF</u>
		Clean Slab Covered Trench (over 5 ft in depth): 19,213	3 LF
		Pipe Cleaning & CCTV Inspection (0" to 36" diameter):	745,066 LF
		Inlet and Manhole Cleaning: 11,400 EA	
4.	Project Name/Location	Miami-Dade Regulatory & Economic Resources - DRM-SCT-2022	
	Owner Name	Miami-Dade Regulatory & Economic Resources	
	Contact Person	Mario Lopez	
	Contact Telephone No.	305-372-6556	
	Email Address:	Mario.Lopez2@miamidade.gov	
	Yearly Budget/Cost	\$628,457.35	
	Yearly Budget/Cost  Dates of Contract	\$628,457.35 From: May 2022	
	, -		lab Covered
	Dates of Contract	From: May 2022	lab Covered





5. Project Name/Location BEC65: Storm Drain Video Inspection Services at Various Locations Along Florida's Turnpike System

Owner Name FDOT District 8, Turnpike Enterprise

Contact Person Erin Yao

Contact Telephone No. 407-264-3479 (office), 407-756-7063 (cell)

Email Address: Erin.Yao@dot.state.fl.us

Work order based. 1,672,723.60 assigned to date.

Yearly Budget/Cost 1,130,596.00 completed to date

Dates of Contract From: March 2023 To: Current

Project Description Desilting & CCTV video inspection of pipes (0 to >61 in); desilting &

CCTV video inspection of box culvert

#### **BIDDER INFORMATION:**

Company Name: Flotech Environmental, LLC

Representative: Jose L. Ferre

Address: 657 South Drive, Suite 401, Miami, FL 33166

Telephone No.: 866-299-3323

Fax No.: N/A

Email Address: estimating@flotechllc.com

#### Work Performed Directly with the City of Coral Gables

Project Name/Location	3400 Ponce de Leon Coral Gables, FL 33134
Owner Name	City of Coral Gables - Public Works Department
Contact Person	Noel Polo
Contact Telephone No.	305-460-5022
Email Address:	npolo@coralgables.com
Yearly Budget/Cost	\$15,000.00
Dates of Contract	From: July 2025
Project Description	Cured-In-Place Pipe (CIPP) Lining Service, 8" x 110' at
	3400 Ponce de Leon Coral Gables, FL 33134, as directed by

**Prime Contractor** 

The City of Coral Gables.

Liner installed successfully



EN	/IRONMENTAL																_	_		_						
Pip	oe Cleaning, Condition		ø 8	Pipe		(EA) Well		<i>t</i>	_		sı				<sup>0</sup> P) (LF)	.5	7 7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	, ,	llets,	n (E4)	eck.	Ā	<sup>Chemical</sup> <sup>nse (EA)</sup>			
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	habilitation.		Clea Clea	ain. P 4	N s	rai De	)ge	'nin	72,	, F	ž 4 -	( <del>j</del> 5	98	3	(LF) 'ipe <sup>lit</sup> a <u>t</u>	P lac	pair Me	Sea	on of the New Yield	ilita	tfal, te	epal	ilo			
I.C	nabintation.		ř. j. j. Ži	, D.	nlet.		, aji	(Ceë	ne !"	ers	NAC (EA	, 10 h	Tin	F 28 2	ce p	41	r Re	out	Service 1) Jection of Wet Wells nks (LF)	hab	$n_0$	& R. rtior 'S ar	les <sub>p</sub>			
Exp	perience & Qualifications		Sanitary Sewer Cleaning & PACP Inspection (LF)	Storm Water Drainage Pipe 90"(LF)	Manholes, Inlets, Wet Wells, Sediment	Storm Drainage Deep 1	Canal and Drain age Dite.	Mechanical Cleaning o	CCTV Mainline Inspection,4" - ;	Sanitary Sewer Service Lateral LACP Inspect	Manholes MACP	Leak Detection (A Pressure, Dye & S	Flow Monitoring Data	Laser Profiling & Gap Measurements (, Gap	Cured In Place Pipe (CIPP) Pipeline Rehabilitation (LF)	Short Cured In Place Ping	Internal Joint & Mechanic Seals (EA)	Chemical Grout S	afterals (Eq.) Pressure injection of in Digester Tanks (LE)	Manhole Rehabilitation	Storm Drain Outfall Check. Installation of Ste	Soil Stabilization Cementitious and C	Emergen cy Response (EA)			
Pro	jects	Manager	Jet-Vac Services	& CCTV Inst	ection	-, -			Inspection 8	Other Cor	ndition Ass	esment Se	ervices		Trenchless Rep	air & Reh	abilitation	n Service		_	-,	-, -	Emergency	Туре		Value
	OT E5R68; Volusia, Line Prepping	Joe Ferre		15,631				6,963	15,631										104	Т				Sub	\$	86,030.80
Ind	ian Creek Village; Storm Drain			,				,	,																	
	intenance & Repairs	Joe Ferre		6,500	45			300	6,500		45				425	4	20		30					Prime	\$	42,017.50
Bro	ward County; HCED; Proj No 5121																							Cook	ć	240 425 75
3 Pin	e Island Road	Joe Ferre		6,804					6,804						50	100		110	10					Sub	\$	310,135.75
	OT SR 821; 429329-1-52-01	Roberto Luna		4,263					4,263															Sub	\$	21,000.00
	OT E5W67; Orange Storm Drain Line																							Sub	Ś	72,945.89
5 Pre		Joe Ferre		10,813					10,813																Ť	·
	ami-Dade WASD; P0144; SSES	Roberto Luna	465,856		1,869				465,856		1,869													Sub	\$	805,700.00
	OT E5T61; Lake; Desilting & Video																							Prime	Ś	159,358.00
7 Ins		Joe Ferre		32,000					32,000																,	
	m Beach County Park (Lantana) Airport																							Sub	\$	93,733.35
	silting & CCTV	Roberto Luna		8,557					8,557																	
	ck Injection Sealing Digester 1 ECR																	722						Sub	\$	31,259.88
	ter Reclamation Facility	Joe Ferre																733							1	
10 Pre	OT E5T55; Volusia Storm Drain Line	Joe Ferre		18,972					18,972															Sub	\$	77,888.00
	p DT E6K07; Deep Well Cleaning	Roberto Luna		16,972					16,972															Prime	Ś	150,000.00
	ami-Dade WASD; T2101; SSES	Roberto Luna	956,063		5,041				956,063		5,041							1	-					Prime	ς .	1,653,816.25
	ami-Dade WASD; T2231; SSES	Roberto Luna	1,586,127		7.307				1,586,127	13														Prime	Ś	2,839,711.59
13 14110	WIII Baac W/13B, 12231, 3323	Nobel to Lulia	1,500,127		7,507				1,000,127	13	7,234														7	, ,
14 FD	OT E6K38; Deep Well Cleaning	R. Luna			914	8,869		93	-															Prime	\$	600,000.00
Por	mpano ER SPILL C-1 CANAL-Removal of																	Î		Î						7 440 00
15 Sur	face Algae, Scum & Debris	R. Luna					2																	Sub	\$	7,440.00
Lak	eland - CivilSurv; Cleaning & CCTV																							Sub	\$	41,091.38
	CP Level	R. Luna	17,547		82				17,547		82													Sub	Ş	41,091.38
	of Delray Beach 18-0199-00; SS																							Sub	Ś	25,088.07
17 Pre	/Post CCTV	R. Luna	12,396					3,509	20,517															305	7	25,000.07
																								Sub	Ś	292,359.10
	OT E4Q64; Broward SD Maint & Repairs	R. Luna		46,251	556				46,251					1,179										345	Ť	232,333.10
	of Naples FY 18-19-0053-00; Sanitary																							Sub	Ś	25,376.50
	/Post CCTV	R. Luna	18,364						18,364																	-,-
	m Beach County; 15-098B; SS Pre/Post																							Sub	\$	19,759.59
20 CC		R. Luna	13,627						13,627		<del>                                     </del>									-+					<u> </u>	•
	OT E5U15; Brevard; SD Maintenance &	las Fami		150 403	2 207				150 403															Prime	\$	357,951.80
21 Rep	nama City Beach SS Rehabilitation	Joe Ferré		150,492	2,287				150,492									+		-+						
	18 SS Pre/Post CCTV	Joe Ferré	37,988					706	37,988															Sub	\$	136,252.88
	of Largo 18-0250-02; SS Pre/Post	Jue reile	37,300					700	31,300									<del>  </del>		-+						
23 CC		Joe Ferré	35,394					2,591	35,394															Sub	\$	67,790.28
	OT E6K95; Deep Well Cleaning	R. Luna	33,334		975	17,336		196	,00 /									1		<u> </u>				Prime	Ś	630,000.00

FDOT E4S67; Broward SD Maintenance & Repairs	R. Luna		118,818	1,604				39,731											43	21	Prime	\$	675,69
FDOT E5V74; Oviedo; SD Desilting & Video	II. Luna		110,010	1,004				33,731											73				
Inspection	Joe Ferré		67,309					67,309													Prime	\$	307,0
Orange County 19-0038-00; SS Pre/Post																					Sub	Ś	259,6
CCTV	Joe Ferré	145,414					66	145,414													Jub		233,0
Port of Miami, SS Pre & Post Inspection &																					Sub	\$	144,6
MH Rehabilitation; No-M2016-031.01	R. Luna	376		47						47							47				545	<u> </u>	
City of Mulberry; SS Rehabilitation Phase																					Sub	\$	15,0
1C SS Pre/Post CCTV	Joe Ferré	10,118		_				10,118														<del>_</del>	
T19-42; Broward; Manhole Rehabilitation	R. Luna			7													7				Sub	\$	33,
20-205 - Taylor County Georgia Pacific		45.000																			Sub	\$	1,533,
Effluent Disposal System Desilting	Joe Ferré	45,000		1	-					1												+	
Orange County Y17-1119; SD Routine &	Joe Ferré		336,143					336,143			1.451				2.873				36,896	97	Prime	\$	3,421,
Emergency Maintenance & Repairs City of North Miami 53-17-18; SS	Joe Ferre		330,143	1	1			330,143			1,451				2,073				30,890	97		+	
Evaluations	R. Luna	474,021		1,331			42,555	458,713	15,308	1,331	95,820	110									Prime	\$	1,650,
City of Miami Beach; 2018-010-ND;	K. Luna	474,021		1,331			42,555	456,/15	15,308	1,331	95,820	110						+				+-	
Routine & Emergency Services	R. Luna	Hr Basis	Hr Basis					Hr Basis													Prime	\$	772,
City of St. Augustine; PW 2019-02; Storm	n. Lulia	TH Dasis	111 Dasis					111 00313														+-	
& Sanitary Cleaning & Inspection	Joe Ferré	65,031						65,696													Prime	\$	217,
Village of Pinecrest; 2019-010; SD System	Joe Ferre	05,031						03,030										1				+-	
Cleaning Services	R. Luna		17,861	933			Hourly														Prime	\$	77,
Orange County; Y20-102A; SD Routine &	Til Zaria		17,001	333																		$\overline{}$	
Emergency Maintenance & Repairs	Joe Ferré		49,290					49,290			498				582				31,958	9	Prime	\$	1,484
FDOT E5V32; Brevard SD Maintenance &	300 1 0.110		.5,250					.5)250			.50				302				01,000	3		$\overline{}$	
Repairs	Joe Ferré		50,254	426				21,924													Prime	\$	101,
FDOT E1T21-R0; Bartow SD Routine			,					,-														T.	
Maintenance	Joe Ferré		74,604	81																	Prime	\$	249,
																					Duine	ć	F 70
FDOT E6M15; SD Deep Well Cleaning	R. Luna			350	9,630		112														Prime	\$	570,
20-203 - City of Miami Beach; SD Deep																					Duine	\$	
Well Cleaning	R. Luna			697	63,351																Prime	۶	550,
FDOT E6M65-R0; Deep Well Cleaning-																					Prime	\$	209
Routine Maintain	Joe Ferré		170	7,314																	Prime	Þ	209,
FDOT E6N18 CC20-0602; Cleaning MH,																					Prime	\$	371
Storm Sewer CCTV	R. Luna		1,832	71				1,707													Prime	Þ	3/1,
FDOT E4U40 CC20-0630;	Joe Ferré																					<b>⊥</b>	
FDOT E56C2	L.Nelson													772							Prime	\$	177
																					Prime	Ś	69
FDOT E5X53	L.Nelson													479							Time	Ļ	
																					Prime	\$	127
FDOT E4W11	L.Nelson													957								1	
Sumter County 035-0-2021	L.Nelson													833							Prime	\$	175
Site Crafters - Tampa	L.Nelson													246							Sub	\$	51
OR Development	I Malata a													2.027							Sub	\$	656
DP Development	L.Nelson													2,027								<del>_</del>	
Bowlero Coporation	L.Nelson													151							Sub	\$	29
Ram Excavating	L.Nelson													310							Sub	\$	35
Basil USA	L.Nelson													45							Sub	\$ 6	15
Walsh Infrastructure	L.Nelson				<del>                                     </del>									293							Sub	\$	47
outheastern Engineering Contractor otals Since 2012	L.Nelson	3,883,322	1,016,563	31,936	99,186	2	57,092	4,647,810	15,321	15,709	97,769	110	1,179	143 <b>6,731</b>	3,475	843	198		 68,896	127	Sub	\$	32 <b>22,</b> 6

Ron DeSantis, Governor



## 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

#### FERRE, JOSE L

FLOTECH ENVIRONMENTAL, LLC 675 SOUTH DRIVE SUITE 401 MIAMI SPRINGS FL 33166

**LICENSE NUMBER: CGC061052** 

**EXPIRATION DATE: AUGUST 31, 2026** 

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2024

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.





#### José L. Ferré

#### **PROFESSIONAL PROFILE**

For the past 26 years Mr. Ferré has worked as a specialty underground utility contractor dedicated to pipeline maintenance and trenchless rehabilitation of wastewater collection systems. Since 1998, Mr. Ferré has been responsible for the project management and installation of over 500,000 linear feet of Cured In Place Pipe Lining (CIPP) rehabilitation ranging in sizes from 4" to 84", and 10,000,000 linear feet of pipe cleaning and condition assessment inspection.

#### 1/12 - Current FLOTECH ENVIRONMENTAL, LLC., Miami, FL

Primary Qualifier & Managing Member Mr. Ferré founded Flotech Environmental in January of 2012 to service the growing Inflow & Infiltration (I/I) and defiltration challenges found in deteriorating storm water drainage and sanitary sewer infrastructure throughout Florida. With a skilled workforce of over 95 professionals, Flotech has serviced over seven million linear feet of wastewater conveyance systems qualifying Flotech today as one of Florida's premier trenchless rehabilitation contractors. Flotech's core scope of services include pipeline cleaning and condition assessment, thermoformed pipe lining and manhole rehabilitation, chemical grout sealing, flood mitigation, soil stabilization, industrial jet vacuum services and liquid waste hauling. Bonding Capacity: \$13M per project / \$20M aggregate.

#### 4/04 - 9/11 ENVIROWASTE SERVICES GROUP, INC., Miami, FL

**Primary Qualifier & Vice President** From 4/2004 to 3/2007 Mr. Ferré was responsible for starting up and managing a 30-man workforce dedicated to pipeline inspection and rehabilitation, both open cut and trenchless methods. As Chief Estimator, from 3/2007 to 9/2011, Mr. Ferré built a \$50 million backlog for water & sewer, roadway and marine construction in Texas and Florida. As a Troubleshooter, from 4/2010 to 7/2010, Mr. Ferré turned around five wastewater maintenance contracts with the City of Houston, TX.

- 4/03 4/04 SOS CONSTRUCTION, INC. (subsidiary of Houston based Re-Pipe, Inc.), Miami, FL

  Operations Manager Mr. Ferré had direct line responsibility of a 60-personnel operation

  consisting of pipeline prepping crew, two wet-out crews, three CIPP installation crews (100,000. linear feet installed), service lateral reinstatement crew, chemical grout sealing crew, large diameter stormwater cleaning crew, three CIPP sectional lining crews, QA/QC operation, warehouse & procurement operations.
- 10/98 1/03 INSITUFORM TECHNOLOGIES, INC., Jacksonville, FL

  Project Manager From 10/1998 to 4/2001 Mr. Ferré was responsible for the rehabilitation of sanitary sewer (up to 5 crews) to meet Miami-Dade Water and Sewer Department EPA Consent

Decree requirements. From 5/2001 to 1/2003, Mr. Ferré was reassigned to project manage over fifty ongoing trenchless pipeline rehabilitation projects amounting to \$23 million per annum P&L responsibility. In total, Mr. Ferré had direct line responsibility for approximately 270,000 linear feet of CIPP installed in three regions within Florida and south Georgia.

#### PIPELINE REHABILITATION PROJECT EXPERIENCE

- Indian Creek Village, FL Storm Sewer Inspection and Rehabilitation \$ 390,000
- Miami Dade, FL WASD S-803 2 Year Sectional Lining Repair \$ 2,000,000
- Miami Dade, FL WASD S-793 Countywide One-Year Contract Removal/Replacement and Rehabilitation of Sewer Laterals \$ 450,000
- Miami Dade, FL S-770 MH to MH (CIPP) \$ 4,600,000
- Miami Dade, FL S-768 Sectional Point Repairs \$ 1,562,000
- City of Holly Hill, FL MH to MH CIPP \$ 803,000
- City of Port Orange, FL MH to MH CIPP \$ 697,000
- Miami Dade, FL S-760 MH to MH (Fold & Form) \$ 5,000,000 contract (Managed EPA 2000 Consent Decree, Project required as many as 5 CIPP Main Line Crews for 3 months, 35,000 LF /month)
- Miami Dade, FL S 756 MH to MH (CIPP) \$ 3,000,000 contract (EPA 2000 Consent Decree)
- Town of Palm Beach, FL MH to MH (CIPP) \$ 1,000,000 Contract
- City of North Miami, FL MH to MH (CIPP) \$ 850,000 Contract
- City of West Palm Beach, FL MH to MH (CIPP) Annual Contract
- Long Boat Key, FL 150 CIPP Lateral Repairs Annual Contract
- Seacoast Utilities MH to MH (CIPP) & 80CIPP Lateral Repairs
- City of Fort Lauderdale, FL MH to MH (CIPP) \$ 2,000,000
- City of Hallandale, FL MH to MH (CIPP) & 150 CIPP Lateral Repairs
- City of Delray Beach, FL MH to MH CIPP & 80 CIPP Lateral Repairs
- City of Pompano Beach, FL MH to MH (CIPP) & Sanitary Sewer Repairs
- City of Lakeland, FL MH to MH(CIPP)
- City of Sanford, FL MH to MH(CIPP)
- City of Brandon, FL MH to MH (CIPP)
- City of Bradenton, FL MH to MH (CIPP)
- City of Tampa, FL 14 Street Project MH to MH (CIPP)
- City of Sarasota, FL MH to MH (CIPP)
- Osceola County, FL MH to MH (CIPP)

#### **EDUCATION**

- GEORGIA INSTITUTE OF TECHNOLOGY, Atlanta, GA Master of Architecture, 1986
- UNIVERSITY OF MIAMI, Coral Gables, FL Bachelor of Arts, 1982

Certified General Contractor Florida - CGC061052 (since 1999)



#### **Roberto Luna**

#### Managing Member | Project Manager

Over the course of 19 years Mr. Luna has seasoned qualifications as an Operations Manager with the technical qualifications that provide expert evaluation on I/I assessment and repair methodologies. As a certified operator for the National Association of Sewer Service Companies for both Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP), Mr. Luna assures that Flotech's CCTV crews deliver accuracy of data collection which is critical to a successful SSES, and ultimately a good operating wastewater collection system. During Mr. Luna's tenure Flotech has cleaned and inspected over 4,000,000. LF of storm drain and sewer pipe throughout Florida.

Prior to Flotech, Mr. Luna was founder and president of Environmental Technical Services (ETS), a pipe cleaning and inspection company based in Miami, FL from Nov 2007 to 2012 which Flotech acquired.

From Aug 2001-Sept 2006, Mr. Luna was General Superintendent with oversight responsibility of operations for Envirowaste Services Group, Miami, FL. His tasks included problem solving in the field, maintenance of vehicles and equipment, and safety reports. The scope of services consisted of Flow Monitoring, Smoke Testing, CCTV inspection of the lines, and pipe cleaning.

#### **EDUCATION**

B.S. Mechanical Engineering 1985
 Havana University, Havana, Cuba

#### **CERTIFICATIONS**

- NASSCO Pipeline Assessment and Certification Program (PACP)
- NASSCO Manhole Assessment and Certification Program (MACP)

# State of Florida

### Minority Business Certification

#### Flotech Environmental LLC

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

04/21/2025

to

04/21/2027



Pedro Allende Florida Department of Management Services



## **CERTIFICATE**OF COMPLETION

### Daniel Garcia

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

.

Training Provider:

myTTConline

my TTC online

83 Geneva Dr. Ste. 621394

Oviedo FL 32762

Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

08/28/2023

D .

08/11/2027

M. H

613671

Certificate No.



## **CERTIFICATE**OF COMPLETION

### Aldo Alvarez

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

.

Training Provider:

myTTConline

my TTC online

83 Geneva Dr. Ste. 621394

Oviedo FL 32762

Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

08/28/2023

Issue Date

08/11/2027 Expiration Date M. H

Instructor

613664

Certificate No.





#### CERTIFICATE OF COMPLETION

This certifies that

#### Aldo Alvarez

has successfully completed the course Confined Spaces - 8 Hour - Construction



Course Duration



Completion Date 07/27/2024

Samantha Montalbano, Child Operating Officer

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com







This certifies that the person named below has successfully completed the

Aldo Alvarez

Confined Spaces - 8 Hour - Construction



07/27/2024 Completion date

6504 Bridge Point Parkway, Suine 100 | Austin, TX 78750 | www.360tre

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional

training requirements related to your specific job-

Questions? support@360training.com visit: www-360training-com/osha-campus

Full name	Employee ID	<b>Business location</b>	Position	Sex	State	Driver Type
Aguilera, Yariel	320	South FL	Vactor Operator	Male	FL	Driver - CDL
Alonso, Eliober	175	South FL	Vactor Operator	Male	FL	Driver - CDL
Cardoso, Sadam	239	South FL	Vactor Operator	Male	FL	Driver - CDL
Diaz, Lazaro	223	South FL	Vactor Operator	Male	FL	Driver - CDL
Escudero, Jose L	338	Central FL	Vactor Operator	Male	FL	Driver - CDL
Guinaldo, Anibal J	24	South FL	Vactor Operator	Male	FL	Driver - CDL
Holley, Marcus A	186	South FL	Vactor Operator	Male	FL	Driver - CDL
Llanes, Yosvany	37	South FL	Vactor Operator	Male	FL	Driver - CDL
Lopez, Juan M	123	Central FL	Vactor Operator	Male	FL	Driver - CDL
Medina, Ariel	268	South FL	Vactor Operator	Male	FL	Driver - CDL
Medina, Oscar	286	South FL	Vactor Operator	Male	FL	Driver - CDL
Muguercia Hernandez, Marcial	241	South FL	Vactor Operator	Male	FL	Driver - CDL
Ortiz, Antonio L	307	Central FL	Vactor Operator	Male	FL	Driver - CDL
Perez, Andres	329	Central FL	Vactor Operator	Male	FL	Driver - CDL
Quesada Alvarez, Luis	76	South FL	Vactor Operator	Male	FL	Driver - CDL
Riego, Juan	59	South FL	Vactor Operator	Male	FL	Driver - CDL
Rivera, Harold A	300	Central FL	Vactor Operator	Male	FL	Driver - CDL
Rodriguez, Osweld	214	South FL	Vactor Operator	Male	FL	Driver - CDL
Toledo, Jorge E	284	South FL	Vactor Operator	Male	FL	Driver - CDL
Valdes, Carlos	65	South FL	Vactor Operator	Male	FL	Driver - CDL
Valenzuela, Milton U	28	South FL	Vactor Operator	Male	FL	Driver - CDL
Vega, Jaime	272	Central FL	Vactor Operator	Male	FL	Driver - CDL

#### 2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000004059

Entity Name: FLOTECH ENVIRONMENTAL, LLC

**Current Principal Place of Business:** 

657 SOUTH DRIVE SUITE 401 MIAMI, FL 33166

**Current Mailing Address:** 

657 SOUTH DRIVE SUITE 401 MIAMI, FL 33166 US

FEI Number: 45-4556187 Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

QUINTANA, YINET 657 SOUTH DRIVE SUITE 401 MIAMI, FL 33166 US

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

SIGNATURE: YINET QUINTANA 04/29/2025

Electronic Signature of Registered Agent Date

Authorized Person(s) Detail:

Title MANAGING MEMBER Title MANAGING MEMBER

Name FERRE, JOSE Name LUNA, ROBERTO

Address 657 SOUTH DRIVE Address 657 SOUTH DRIVE

SUITE 401 SUITE 401

City-State-Zip: MIAMI FL 33166 City-State-Zip: MIAMI FL 33166

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

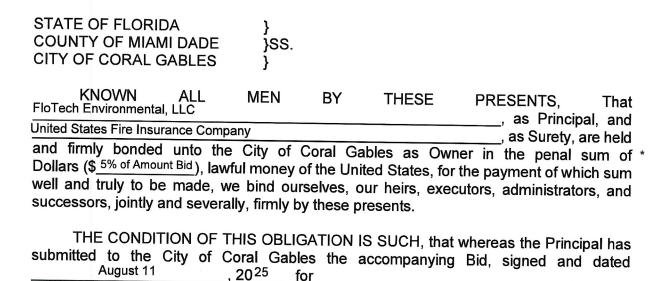
SIGNATURE: JOSE FERRE MANAGING MEMBER 04/29/2025

Apr 29, 2025

**Secretary of State** 

5862905790CC

#### **BID BOND**



#### Stormwater System Cleaning IFB 2025-020 CORAL GABLES, FLORIDA

in accordance with the Plans and Specifications therefore, the call for Bids or Proposals, and the Instructions to Bidders, all of which are made a part hereof by reference as if fully set forth herein.

#### NOW, THEREFORE,

- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,
- (b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

<sup>\*</sup> Five Percent of Amount Bid

#### **BID BOND**

August , A.D., 20 25 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.  ANTINESS If Sole Ownership or Partnership, Two (2) Witnesses Required. (Corporation, Secretary Only will attest and affix seal).  Alame Signature Si		IN WIT	NESS HE	REOF, t	he above	bounde	ed parties have ex	recuted this	instrum	ent
AMITNESS  If Sole Ownership or Partnership, Frov (2) Witnesses Required. FloTech Environmental, LLC  Name of Firm  Name  Name  Name  MITNESS  If Sole Ownership or Partnership, Frov (2) Witnesses Required. FloTech Environmental, LLC  Name of Firm  Name and Title  657 South Drive, Suite 401  Business Address  Miami Springs, FL 331  City, State  MITNESS:  Onia Gogerty  Name  Dania Gogerty  Name  Name  Name  Name  Name  Name  Onia Gogerty  Name  Name  Name  Onia Gogerty  Name  Na	under	their	several	seals	this		11th		day	of
ANTINESS If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).  Signature  WITNESS  Warlds Ramos  Name  WITNESS  WI		Aı	ugust		, A.D.	, 20_25	, the name and	corporate s	seal of ea	ach
PRINCIPAL  MITNESS If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).  MINIMITALITY WINTERS Signature  WINCIPAL  FIOTech Environmental, LLC  Name of Firm  Signature  Signature  MITNESS:  Mame  MITNESS:  United States Fire Insurance Company.  Corporate Surety  Mame  MITNESS:  United States Fire Insurance Company.  Corporate Surety  Maria Gogerty  Warner  MORRISTOWN, NJ 07960  City, State  MORRISTOWN, NJ 07960  City, State  Acrisure	corpora	ite part	y being h	ereto af						
MITNESS  If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).  In the function of Secretary Only Will attest and affix seal).  Signature  Name  Signature  Name  Signature  Signature  Name  MITNESS: Oania Gogerty  Name								.ea by he a	uoroigi	iou
If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).  If December 1	. ор. оос	, italivo	, parodant	to dutile	ority or its ;	governii	ig body.			
If Sole Ownership or Partnership, Two (2) Witnesses Required. If Corporation, Secretary Only will attest and affix seal).  If December 1										
FloTech Environmental, LLC Name of Firm  Signature  Signature  Name  Signature  Sure Signature  Sure Signature  Sure Signature  Sure Sure Sure Sure Sure Sure Sure Sure						Р	RINCIPAL			
FloTech Environmental, LLC Name of Firm  Signature  Surety:  United States Fire Insurance Company  Corporate Surety  Surety  Signature  Surety:  United States Fire Insurance Company  Corporate Surety  Signature  Signature  Surety:  United States Fire Insurance Company  Corporate Surety  Signature  Surety:  United States Fire Insurance Company  Corporate Surety  Mame  Signature  Surety:  United States Fire Insurance Company  Corporate Surety  S										
Signature  Signature of Authorized Officer  The Literal Minimal Name Name and Title 657 South Drive, Suite 401 Business Address Miami Springs , FL 331 City, State  MITNESS: United States Fire Insurance Company Corporate Surety  Dania Gogerty Name Oania Gogerty Name Dania Gogerty						FI	oTech Environmenta	al, LLC		
Signature  Signature of Authorized Officer  TIREL.Free MNIAMBL Name and Title 657 South Drive, Suite 401 Business Address Miami Springs , FL 331 City, State  MITNESS: United States Fire Insurance Company Corporate Surety  Dania Gogerty Name Dania Gogerty Name Signature Dania Gogerty Name Dania Gogerty October Surety  MORRISTOWN, NJ 07960 City, State Acrisure	will atte	st and a	ffix seal).			N	ame of Firm			
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Name and Title 657 South Drive, Suite 401 Business Address Miami Springs , FL 331 City, State  MITNESS: United States Fire Insurance Company Corporate Surety Dania Gogerty Name Attorney-In-Fact Jarrett Meriucci 305 MADISON AVENUE Business Address MORRISTOWN, NJ 07960 City, State  Acrisure	Signatu	re				S	ignature of Authori			
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Miami Springs , FL 331  City , State  MITNESS:  United States Fire Insurance Company Corporate Surety  Dania Gogerty Name  Attorney-In-Fact Jarrett Meriucci 305 MADISON AVENUE Business Address  MORRISTOWN, NJ 07960  City , State  Acrisure	(2)	( n				65	7 South Drive, Suite	401		
NITNESS:  United States Fire Insurance Company Corporate Surety  Dania Gogerty  Name  Attorney-In-Fact  Business Address  MORRISTOWN, NJ 07960  City, State  Acrisure	Signatu	re /				B	usiness Address			
NITNESS:  United States Fire Insurance Company Corporate Surety  Dania Gogerty  Name  Attorney-In-Fact  Business Address  MORRISTOWN, NJ 07960  City, State  Acrisure	K	irlas	Ramos			Mi	ami Springs , FL 331	* ( )   a )		
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Corporate Surety  Dania Gogerty  Name  Attorney-In-Fact  305 MADISON AVENUE  Business Address  MORRISTOWN, NJ 07960  City, State  Acrisure	WITNES	SS:				S	URETY:			00000
Dania Gogerty  Name  Attorney-In-Fact Jarrett Meriucci 305 MADISON AVENUE  Business Address  MORRISTOWN, NJ 07960  City, State  Acrisure	1) (	10	Seity			Uı	nited States Fire Insu	ırance Compa	any	The state
Attorney-In-Fact Jarrett Meriucci 305 MADISON AVENUE Business Address  MORRISTOWN, NJ 07960 City, State  Acrisure	Signatui	re	1			C	orporate Surety	1116		
Attorney-In-Fact Jarrett Meriucci 305 MADISON AVENUE Business Address  MORRISTOWN, NJ 07960 City, State Acrisure	Dania Go	gerty					Mh-	(SF	EAL)	
Business Address  Alexia Rivas  MORRISTOWN, NJ 07960  City, State  Acrisure	Name ∫				-	Ā	ttorney-In-Fact			
Alexia Rivas  MORRISTOWN, NJ 07960  City, State  Acrisure	(2)	(1)				30	5 MADISON AVENU	JE		
Name City, State  Acrisure	Signatur	re			•	$\overline{B}$	usiness Address			200000
City, State Acrisure	Alexia Ri	vas				MO	ORRISTOWN. NJ 07	960		
	Name					_				
Name of Local Agency						A	crisure			
						$\overline{N}$	ame of Local Agen	СУ		

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Unlimited

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ

NOTARY PUBLIC

STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50/223171

Ethan Schwartz (Notary Public)

Ethan Schwarts

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of August 2005

of August

<sup>20</sup>25

UNITED STATES FIRE INSURANCE COMPANY







#### **RESPONDENT'S AFFIDAVIT**

**SOLICITATION:** IFB 2025-020 – Stormwater System Cleaning

**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 R 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 R 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 UNITED STATES PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECTS
- SCHEDULE J APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING -BYRD ANTI-LOBBYING AMENDMENT
- SCHEDULE K CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE L FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE M WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE N SAFETY ACCIDENT PREVENTION
- SCHEDULE O PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES
- SCHEDULE P BUILD AMERICA, BUY AMERICA ACT (BABAA)
- SCHEDULE Q EQUAL EMPLOYMENT OPPORTUNITY
- SCHEDULE R BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIODS FOR NATURAL DISASTERS

executed by the Respondent and notarized. If the re executed by its Chief Officer. This document MUST be	esponse is made by a Corpo	oration, then it should be
The good field wood to	o submitted with the solicitati	on response.
Jose L. Ferre	Managing Member	08/07/2025
Authorized Name and Signature	Title	Date
STATE OF Florida		
COUNTY OF Miami-Dade		
On this 7th day of August , 2025	, before me the undersign	ed Notary Public of
the State of Florida, personally appeared Jo		
the State of, personally appeared	(Name(s) of individual(s) who ap	opeared before Notary
And whose name(s) is/are subscribes to within the	he instrument(s), and ackr	nowledges it's
execution.		
ymes umana		
NOTARY PUBLIC, STATE OF FLORIDA		
Name of notary Public; Print, Stamp or		
Type as Commissioned.)		YINET QUINTANA
	NOTARY PUBLIC SEAL OF OFFICE:	Notary Public - State of Florida Commission # HH 597838
Personally know to me, or Produced	SEAL OF OFFICE.	Bonded through National Notary Assn.
Identification:		AP 100 TAP 100
(Type of Identification Produced)		

This affidavit is to be furnished to the City of Coral Gables with the solicitation response. It is to be filled in,

#### 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.
- 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

١.	He/she is the Managing Mem	rtner, Officer, Representative or Agent)
	(Owner, Fa	rulei, Oncer, Nepresentative of Agent)
	of the Respondent that has subr	nitted the attached response.
2.	He/she is fully informed with and of all pertinent circumstance	respect to the preparation and contents of the attached response ces respecting such response;
3.	persons making any response without collusion or fraud. No Coral Gables is directly or ind	t any connection or common interest in the profits with any other to this solicitation. Said response is on our part in all respects fair and head of any department, any employee or any officer of the City of irectly interested therein. If any relatives of Respondent's officers or
	employees are employed by the	e City, indicate name and relationship below.
	Name: N/A	Relationship: N/A
	rtaine.	

 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.
- 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: Flotech Environmental, LLC
Address: 657 South Drive, Suite 401 Miami Springs FL 33166 Street City State Zip Code
Telephone No: <u>(866)-299-3323</u> Fax No: () N/A Email: estimating@flotechllc.com
How many years has your company been in business under its present name? 13 Years
If Respondent is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:
N/A
Under what former names has your company operated? : N/A
At what address was that company located? N/A
Is your company certified? Yes X No If Yes, ATTACH COPY of Certification. If Yes, ATTACH COPY of License
Has your company or its senior officers ever declared bankruptcy?  YesNo_X If yes, explain:
LEGAL INFORMATION:
Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, oth similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning to Respondent's rights, remedies or duties under a contract for the same or similar type services to be provide 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):  See attached civil litigation statement, Case No. 50-2020-CA-013984-XXXX-MB
Has your company ever been debarred or suspended from doing business with any government entity?
Yes No X If Yes, explain



#### **Civil Conviction and/or Civil Litigation Statement**

August 11, 2025			

Flotech Environmental, LLC discloses the below closed injunction for employee Non-Compete:

Case No. 50-2020-CA-013984-XXXX-MB

HINTERLAND GROUP, INC v. CURT MARING and FLOTECH ENVIRONMENTAL, LLC

**Injunction Order** 

The above-mentioned legal case was active 2020 to 2022 and is now settled. This case does not interfere with our work in the proposal location and should not affect this project, should contract be awarded.

Jose L. Ferre, Managing Member

#### 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), <u>Florida Statutes</u>, 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:

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.]
  - X 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 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

- 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.
- Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. 1		Addendum No	Date	
Addendum No. 2		Addendum No	Date	
Addendum No	Date	Addendum No	Date	

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

#### SCHEDULE "I" CITY OF CORAL GABLES - FLORIDA STATUTES SECTION 255.0993 USE OF US PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECTS.

- 1. The US Produced Iron and Steel Products legislation requires that iron and steel products permanently incorporated in the product be produced in the United States. This requirement shall not apply if:
  - (a) The project is federal funded;
  - (b) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality:
  - (c) The use of US produced Iron or Steel products will raise the total project cost by more than 20 percent;
  - (d) Complying with the requirements of the legislation is inconsistent with the public interest.
- 2. For projects that use iron and steel, minimal use of foreign iron and steel is permitted if:
  - (a) the materials are incidental or ancillary to the primary product and are not separately identified in the project specifications;
  - (b) The cost of the foreign materials does not exceed 0.1% of the total contract cost, or \$2,500, whichever is greater. The cost of the materials considered is the value of the materials when they are delivered to the project.
- 3. The following items are not considered iron or steel products and are exempt from the requirements of paragraph (a): Electrical components, equipment, systems and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles (these are not exempt).

The City reserves the right to request any and all supporting documentation for proof of compliance with the requirements of the statutes.

### SCHEDULE "J" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING BYRD ANTI-LOBBYING AMENDMENT - 31 U.S.C. 1352, as amended

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

#### 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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 Contractor, Flotech Env	ironmental, LLC	certifies or affirms the truthfulness
		ent of its certification and disclosure	
	understands and agrees that	the provisions of 31 U.S.C. Chap. 38,	Administrative Remedies for False
	Claims and Statements, apply	to this certification and disclosure, if an	y.
(	Fa-	Signature of Company's Authorized	Official
	Jose L. Ferre, Managing Member	Name and Title of Company's Author	orized Official
	08/07/2025	Date	

#### SCHEDULE "K" - 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.
- 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 provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### [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

Jose L. Ferre, Managing Member	
Printed Name and Title of Authorized Representative	
The same of the sa	08/07/2025
Signature	Date

#### SCHEDULE "L" 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. <u>Drug Free Workplace Requirements</u>: 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. <u>Respondent's Compliance</u>: The Respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. <u>Conflict of Interest</u>: 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. Program Fraud and False or Fraudulent Statements or Related Acts: The Respondent acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 5. <u>Mandatory Disclosure:</u> The Respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 6. Socioeconomic Contracting: The Respondent must take all necessary affirmative steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible. 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 business from the aforementioned socioeconomic business groups 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
- 7. <a href="Davis-Bacon Act">Davis-Bacon Act</a>: 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) and the requirements of 29 C.F.R. pt. 5 as may be applicable. 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 are required to pay wages not less than once per week. If the grant award contains Davis Bacon provisions, the decision to award a contract shall be conditioned upon the acceptance of the prevailing wage determination issued by the Department of Labor as included as a part of this solicitation.
- 8. Copeland Anti-Kickback Act: If applicable to this contract, the Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 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): Where applicable, contractors must 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 will be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### a) Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### b) Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seg.
- ii. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA and the appropriate EPA Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 11. <u>Suspension and Debarment:</u> This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. 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.

- 13. <u>Procurement of Recovered Materials:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at <u>Comprehensive Procurement Guideline (CPG) Program | US EPA</u>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act and in guidelines of the EPA at 40 C.F.R. Part 247.

The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

- 14. <u>Record Retention:</u> 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.
- **15.** <u>Federal Changes:</u> 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.
- 16. <u>DHS Seal, Logo, and Flags:</u> The City of Coral Gables must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
- 17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding: This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Respondent will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 18. <u>No Obligation by Federal Government</u>: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, Respondent, or any other party pertaining to any matter resulting from the contract.

#### 19. Providing Good, Safe Jobs to Workers

a) Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

20. <u>Buy Clean:</u> The City of Coral Gables encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City encourages that the performance of this agreement includes considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use,

- and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
- 21. 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.
- 22. <u>Safeguarding Personal Identifiable Information:</u> 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.
- 23. <u>Prohibition on Utilization of Cost Plus a Percentage of Cost Contracts:</u> The City will not award contracts containing Federal funding on a cost-plus percentage of cost basis.
- 24. Energy Policy and Conservation Act (43 U.S.C.§6201): All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). 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].
- 25. Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts:

  Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects.

  Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
- 26. <u>Domestic Preferences for Procurement</u>: As appropriate and to the extent consistent with law, the Respondent 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 clause:
  - 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.
- 27. 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.

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DATE: 08/07/2025

COMPANY: Flotech Environmental, LLC

ADDRESS: 657 South Drive, Suite 401

Miami, FL 33166

E-MAIL: estimating@flotechllc.com

PHONE NO.: 866-299-3323

SIGNATURE:

NAME: Jose L. Ferre

TITLE: Managing Member

### SCHEDULE "M" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS ADDENDUM

This certification is incorporated as part of the contract for IFB 2025-020; Stormwater System Cleaning

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 §.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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 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).
  - (3) Withholding for unpaid wages and liquidated damages.
  - i. <u>Withholding Process.</u> The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - ii. <u>Priority to withheld funds.</u> The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    - (A) A contractor's surety(ies), including without limitation performance bond sureties and

payment bond sureties;

- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
  - ii. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - iv. Informing any other person about their rights under CWHSSA or this part.

#### Further Compliance with the Contract Work Hours and Safety Standards Act

- (1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- (2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

Contractor Signature	Date	
J 192.	08/07/2025	
Safety Standards regulations throughout the o	duration of this Contract as set forth above.	
Flotech Environmental, LLC , h	nereby certifies that it shall adhere to the Work Hours a	nd

#### SCHEDULE "N" - SAFETY ACCIDENT PREVENTION

Date

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).

Flotech Environmental, LLC	, hereby ce	ertifies that it	shall adh	nere to th	ne Safet	y Accident
Prevention regulations throughout the	duration of this (	Contract as se	et forth ab	ove.		
120-						
Contractor Signature						
08/07/2025						

### <u>SCHEDULE "O" - PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS</u> <u>EQUIPMENT OR SERVICES</u>

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

#### (b) Prohibitions.

- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - Procure or obtain 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;
  - ii. Enter, extend, or renew a contract to procure or obtain 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;
  - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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 as part of any system.

#### (c) Exceptions.

- 1) This clause does not prohibit contractors from providing
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### (d) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### SCHEDULE "P" - BUILD AMERICA, BUY AMERICA ACT (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Ac	t (BABAA) requires that	t no federal financial assistance fo
"infrastructure" projects is provided	"unless all of the iron,	steel, manufactured products, and
construction materials used in the proje	ect are produced in the L	nited States." Section 70914 of Public
Law No. 117-58, §§ 70901-52.	IFB 2025-020;	
	Stormwater System	
The undersigned certifies that for the	Cleaning	(insert name of project) that the iron
steel, manufactured products, and con	struction materials used	in this contract are in full compliance
with the BABAA requirements including	<b>j</b> :	

- 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

4.	The Flotech Environmental, LLC (insert name of contractor or subcontractor), certifies or
	affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In
	addition, the Flotech Environmental, LLC (insert name of contractor or subcontractor)
	understands and agrees that the provisions of 31U.S.C. Chap. 38, Administrative Remedies for
	False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Official

Jose L. Ferre, Managing Member
Name and Title of Authorized Official

08/07/2025

Date

### SCHEDULE "Q" - EQUAL EMPLOYMENT OPPORTUNITY - (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3

**Applicability:** except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following.

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, to the extent not revoked, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, to the extent not revoked, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, to the extent not revoked, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, to the extent not revoked, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, to the extent not revoked, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Company's Authorized Official

Jose L. Ferre, Managing Member Name and Title of Company's Authorized Official

08)07/2025 Date

# <u>SCHEDULE "R" – FLA. STAT. 252.505 - BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIODS FOR NATURAL DISASTERS</u>

Pursuant to FLA Stat. 252.505 Sec. 19: Effective January 1, 2026

Should a Contractor fail to adhere to their contractual obligations for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, a penalty will be accessed in accordance with the aforementioned statute.

A Contractor that breaches such contract during an emergency recovery period shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

Signature of Company's Authorized Official

Jose L. Ferre, Managing Member Name and Title of Company's Authorized Official

08/07/2025 Date



### 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:

1609065			
Federal Work Authorization User Identification 1 11/14/2020	Number		
Date of Authorization			
I hereby declare under penalty of perjury that the	foregoing is	true and c	orrect.
Executed on 98/07/2025 in Miami	(0	city), FL	(state).
( fess.			
Signature of Authorized Officer or Agent			
Jose L. Ferre, Managing Member			
Printed Name and Title of Authorized Officer or	Agent		
SUBSCRIBED AND SWORN BEFORE ME			
ON THIS THE 7th DAY OF August	,20_25		
11000 1 11000	12	ممم	
NOTADY PHOLIC	MY Page	Dublic -	UINTANA State of Florida
My Commission Expires: 9/30/2028		Commission	ires Sep 30, 2028
	Bons	led through Nat	ional Notary Assn.



Figure 52

Company ID Number: 1609065

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Flotech Environmental, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

# ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
- 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- 10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- 11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- 12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at <a href="mailto:E-Verify@dhs.gov">E-Verify@dhs.gov</a>. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

#### **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
- a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### **B. REFERRAL TO DHS**

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

# ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





#### **B. TERMINATION**

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

# ARTICLE VI

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





### Approved by:

Employer			
Flotech Environmental, LLC			
Name (Please Type or Print)	Title		
Yinet Quintana			
Signature	Date		
Electronically Signed	11/14/2020		
Department of Homeland Security – Verification Division			
Name (Please Type or Print)	Title		
USCIS Verification Division			
Signature	Date		
Electronically Signed	11/14/2020		





Information Required for the E-Verify Program			
Information relating to your Company:			
Company Name	Flotech Environmental, LLC		
Company Facility Address	657 South Drive Suite 401 Miami Springs, FL 33166		
Company Alternate Address			
County or Parish	MIAMI-DADE		
Employer Identification Number	454556187		
North American Industry Classification Systems Code	811		
Parent Company			
Number of Employees	20 to 99		
Number of Sites Verified for	1 site(s)		





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1





# Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Yinet Quintana Phone Number 305505565

Fax

Email vinet.quintana@flotechllc.com

Name Yinet Quintana Phone Number 305505565

Fax

Email vinet.quintana@flotechllc.com





This list represents the first 20 Program Administrators listed for this company.

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

SOLICITATION NAME/NUMBER: IFB No. 2025-020; Stormwater System Cleaning

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)

X \_\_\_\_ 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 LOBBBYIST REGISTRATION FORM

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

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

Name of Lobbyist: Lobbyist's Firm (if applicable):	
Phone:E-mail:	
Name of Lobbyist:	
Name of Lobbyist:	
E-mail:	
Name of Lobbyist:  Lobbyist's Firm (if applicable):  Phone:  E-mail:	
Authorized Signature:	
Printed Name: Jose L. Ferre  Date: 08/07/2025	
Title: Managing Member	
Ridder/Proposer Name: Flotech Environmental LLC	



Flotech Environmental, LLC 657 South Drive, Suite 401 Miami, FL 33166 866-299-3323 estimating@flotechllc.com

Date: August 11, 2025

To:

Finance Department/Procurement Division City of Coral Gables 2800 SW 72nd Avenue Miami, FL 33155

**Subject:** Affirmation of Compliance with Local Preference Ordinance 2009-53 / Procurement Code Sec. 2-696

Dear Procurement Officer,

In connection with our submission in response to IFB No. 2025-020, we hereby affirm that Flotech Environmental, LLC is in compliance with the City of Coral Gables' Local Preference Ordinance 2009-53, § 2, dated November 17, 2009, and Procurement Code Section 2-696, as applicable.

We understand that in order to be considered for preference as a Coral Gables-based and/or Miami-Dade County-based business, such compliance must be affirmed at the time of bid submission. Accordingly, we confirm the following:

- Flotech Environmental, LLC maintains a physical business address within Coral Gables and/or Miami-Dade County, as defined under the ordinance.
- We are duly registered and authorized to conduct business in the State of Florida.
- All representations made in support of our eligibility for local preference are accurate and verifiable upon request.

We appreciate the opportunity to participate in this procurement process and remain committed to supporting the City of Coral Gables' initiatives to promote local economic engagement.

Should you require any additional documentation or clarification, please do not hesitate to contact us.

Sincerely,

Jose L. Ferre

Managing Member Flotech Environmental, LLC

### **Local Business Tax Receipt**

Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY

6957725

**BUSINESS NAME/LOCATION** 

FLOTECH ENVIRONMENTAL LLC 657 SOUTH DR STE 401 MIAMI SPRINGS FL 33166-5926 RECEIPT NO.

RENEWAL 7233273



SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR



#### **EXPIRES SEPTEMBER 30, 2026**

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

PAYMENT RECEIVED

OWNER FLOTECH ENVIROMENTAL LLC C/O JOSE L. FERRE QUALIFIER

Worker(s)

2



BY TAX COLLECTOR CGC061052 \$45.00 07/07/2025 PTBTC-25-114714

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

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

For more information, visit mdctaxcollector.gov