City of Opa-locka

Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054

REGULAR COMMISSION MEETING
Agenda

Wednesday, January 11, 2023
7:00 PM

City Commission
Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams

Appointed Officials
Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at https://www.youtube.com/user/CityofOpaLocka

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

"The Great City"

AGENDA
REGULAR COMMISSION MEETING
January 11, 2023
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - October 26, 2022

Regular Commission Meeting Minutes - November 14, 2022

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

10. PUBLIC PRESENTATIONS:

1. Former Mayor John Riley
   ref: Civil Service Board

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

12. ACTION ITEMS (items from consent agenda pull list):

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REVISE THE CITY SEAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A SEARCH COMMITTEE CONSISTENT WITH CITY OF OPA-LOCKA CODE OF ORDINANCES SECTION 2-8.4; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF MY LAWN SERVICE, INC. FOR MAINTENANCE OF CITYWIDE ALLEYS, MAINTENANCE OF NW 27TH AVENUE AND NW 22ND AVENUE MEDIANS, MAINTENANCE OF TWO PARKING LOTS (700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET), THE STATE ROAD 9 ROADWAY, AND CITYWIDE TREE TRIMMING SERVICES (AS NEEDED), PURSUANT TO RFP NO. 22-1101200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MY LAWN SERVICE, INC. FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF MABERRY CONSULTING & EVALUATION SERVICES LLC FOR GRANT WRITING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS ($20,000.00) FOR THE OPA-LOCKA POLICE DEPARTMENT PURSUANT TO RFP NO. 22-1115300, AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF QUICK PAINTING GROUP CORP. FOR STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY-OWNED FACILITIES PURSUANT TO RFP NO. 22-1213200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH QUICK PAINTING GROUP CORP. FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK AN EXISTING CONTRACT WITH THE CITY OF NORTH MIAMI FOR SURPLUS AUCTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM KCI TECHNOLOGIES, INC. FOR THE PROVISION OF PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 22-0912200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL INSURANCE AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES, INC. (ADMINISTRATOR OF THE FLORIDA MUNICIPAL INSURANCE TRUST) FOR PROPERTY, LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2022-2023; ACCEPTING AND IMPLEMENTING THE REQUIRED CONDITIONS AT A COST OF THREE MILLION, FOUR HUNDRED TWENTY-NINE THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS ($3,429,646.00), TO BE PAID IN INSTALLMENT PAYMENTS BY THE CITY; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS BY THE PROPER CITY OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT (MAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") TO OBTAIN A CONTRACTOR TO DEMOLISH THE EXISTING LAYOUT AND BUILD A POLICE STATION AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AN AGREEMENT FOR THE EXCHANGE OF THE SURPLUS CITY PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270 AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031 AND OWNED BY VSQUARED INVESTMENTS, LLC; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN VSQUARED INVESTMENTS, LLC. AND CITY OF OPA-LOCKA, FLORIDA; AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 14, 2022).** *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 14, 2022).** *Sponsored by Interim City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

1. Commissioner Joseph L. Kelley
   MLK Walk
   Meet Me Monday
   City Black History Events
   City Legislative Packet

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board
1 individual appointment (Commissioner Bass)

Community Relations, Recreation and Activities Board
1 individual appointment (Vice Mayor Ervin)
1 individual appointment (Commissioner Bass)
1 at-large appointment

Housing Authority and Nuisance Abatement Board
1 individual appointment (Mayor Taylor)
1 individual appointment (Vice Mayor Ervin)
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Kelley)
1 individual appointment (Commissioner Williams)

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, January 9, 2023 at 6:00 PM, Renewed Bethel Baptist Church, 15000 NW 27 Avenue, Opa-locka, FL.**

2. **City of Opa-locka Planning & Zonning Appeals Board Meeting on Tuesday, January 10, 2023 at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**

3. **City of Opa-locka Martin Luther King Jr. Walk sponsored by Commissioner Joseph L. Kelley, Saturday, January 14, 2023 at 9:00 a.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.**

4. **SAVE THE DATE! The Honorable Mayor John H. Taylor, Jr. cordially invites you to the City of Opa-locka 2023 State of City Address, Friday, January 27, 2023 at 6:30 P.M.**

5. **Free aerobics classes sponsored by Mayor John H. Taylor, Jr. every Monday & Wednesday from 6 p.m. - 7 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**

6. **City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to Monthly Free Food Walk-Thru Distribution, 1st Wednesday of every month from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
October 26, 2022
7:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:14 pm on Wednesday, October 26, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez and Mayor Veronica J. Williams. Vice Mayor John H. Taylor Jr. arrived at 7:20 pm. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

It was moved by Commissioner Bass, seconded by Commissioner Dominguez to approve the Consent Agenda.

There being no discussion, the motion to approve the Consent Agenda passed by a 4-0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present

Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

7. APPROVAL OF AGENDA:

City Clerk Flores informed the Commission that there was a request to amend the Agenda and she read proposed Add-on Agenda Item 14-1 into the record.

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FY 2019-2020 AUDITED FINANCIAL STATEMENT AND ANNUAL FINANCIAL REPORT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

It was moved by Commissioner Dominguez, seconded by Commissioner Bass, to add Item 14-1 to the Agenda.

There being no discussion, the motion to amend the Agenda passed by a 4-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Mayor Williams	Yes

It was moved by Commissioner Dominguez, seconded by Commissioner Davis, to approve the Agenda.

There being no discussion, the motion to approve the Agenda passed by a 4-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Mayor Williams	Yes

8. APPROVAL OF MINUTES:

Second Budget Hearing Minutes - October 5, 2022

It was moved by Commissioner Bass, seconded by Commissioner Dominguez to approve the minutes from the Second Budget Hearing Minutes - October 5, 2022.

There being no discussion, the motion to approve the minutes passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Mayor Williams	Yes

Regular Commission Meeting Minutes - October 5, 2022

It was moved by Commissioner Dominguez, seconded by Commissioner Bass to approve the minutes from the Regular Commission Meeting Minutes - October 5, 2022.

There being no discussion, the motion to approve the minutes passed by a 4 -0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There was none.

10. PUBLIC PRESENTATIONS:

Rob Hammer - Humane Animal Removal Services

Mr. Rob Hammer from Humane Animal Removal Services stated that he was contacted in reference to chickens and roosters, which he acknowledged is a problem that is growing exponentially in Miami. Mr. Hammer explained that they can solve the problem by trapping them and taking them to a farm.

Mayor Williams asked if Human Animal Removal Services would catch caged or uncaged foul.

Mr. Rob Hammer from Human Animal Removal Services explained that from a legal standpoint, he cannot go onto any property and take anything without permission, but he pointed out that in Miami-Dade County chickens and roosters are not allowed to roam free, so he can catch them and put them in his cages.

Mayor Williams stated that they know the rights of Citizens but asked if they catch the foul that is running free.

Mr. Rob Hammer from Human Animal Removal Services asked if the Commission had an approximation for the number of chickens in the area.

Code Enforcement Manager Wilma Wilcox stated that while the number of chickens in the area is unpredictable, she said that she believes it is around 200. Ms. Wilcox then went on to address Mayor Williams' question about foul in cages and explained that because they are not allowed based on the City's Code, the Code Enforcement Department would enforce that.

Mayor Williams thanked Mr. Rob Hammer from Human Animal Removal Services.

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings.

Mayor Williams opened the Citizens' Forum.

Mr. Luis Santiago who resides at 1156 Peri Street stated that he thinks many of the Commission Members do a very good job, but he said that he was at the Commission Meeting with a group of Residents who would like to acknowledge Commissioner Bass. Mr. Santiago shared that a sewer system test was done on Peri Street between Ahman Street and 27th Avenue, but he said nobody knew about it and he stated that everybody believed there was a fire in the whole neighborhood because there was smoke coming out through the toilets, the sink, the ground and the roof. He said that he made a couple of calls, but nobody responded, but when Commissioner Bass took over the case, a lot of response came from the City. Mr. Santiago stated that they are humans and don't need to be fumigated. He went on to state that Commissioner Bass has their support, and he expressed his hope that she stays on the Commission another four years.

Mr. McGillis who resides at 1216 Sharazad Avenue introduced himself as a Pastor. He said that they are all looking for the best for the City and he recognized an Officer who he said is good that the Citizens of the City feel good about because they know they are well protected. Mr. McGillis said that Captain Steel helped a friend of his who was looking for a job, which he cited as evidence that he is a good Citizen and Police Officer. Sharing that he has lived in the City since 1985, he acknowledged that he doesn't know what is going on inside the Police Department, but he said that he can talk for Mr. Steel. Pointing out that he has a family, and it is very hard for a person to be in a position for 16 years and lose

their job, he said that a lot of time people lie, and people can't be judged by what you hear. Mr. McGillis stated that he knows that the City has some good Police because anytime anything happens, they come and do their job.

A Resident who did not state her name who resides at 221 Aladdin Street, said that she has been living in Opa-locka since 1995 and lamented that she has been asking certain people about certain things that are happening in her neighborhood including speaking to Police Officers about certain transactions at certain times that she does not like, but she said that despite her requesting help, nobody has done anything about it. She went on to say that she is trying to find out who to talk to.

Interim City Manager Williams informed the Resident that Captain Hugo Alvarado would speak with her about her concerns.

Ms. Celia Pruett who resides at 2350 NW 141 Street commended Police Chief Scott Israel, Captain Hugo Alvarado and Sergeant Jacksonville Paez who she said handled business professionally at the house a few houses down from her that she had an issue with, adding that they made sure everyone was safe. Ms. Pruett added that she has noticed more Police presence in her area and thanked them for that. She noted that it is an election year and said that she will get whoever is in the seat, after the election. Ms. Pruett went on to request that essential workers pick up the loose papers on the canal banks, adding that she hopes they have not been properly compensated because they are essential to the City of Opa-locka. She shared that she is encouraging her neighbors to pick up in front of their homes, and she said that she does as well. Ms. Pruett also said that she noticed some trash bags that have been in front of the Family Dollar on 27th Avenue for a while and asked that they be picked up because they are an eyesore. Urging the Commission to give priority to getting the house in order, she said that if they can do that, they can start bringing businesses to the City but asserted that they need to make it look appealing first because they don't want to bring them into a mess. Recognizing that the Commission wants them to come into the City and let the revenue flourish, Ms. Pruett pointed out that as soon as you pass 151st, you know where you are, and they need to let the City look just as nice as others by enforcing some laws to make sure that businesses keep their areas clean too. She concluded by asserting that the City needs to demand that everyone make sure that everything is presentable.

Mr. John Renaud who works for the Opa-locka Police Department and is the President of Local 2068 for the American Federation of State, County and Municipal Employees, as well as the Police Chaplain said that he sees the good fruits of the spirit including charity, love, faithfulness and self-control in the work being done by City Manager Darvin Williams. Mr. Renaud went on to say that he is talking about the evidence and that they see the change that the Manager has brought to the City in a short amount of time compared

to people who have been here for 16 years. He said that Mr. Williams is a man of God, stating that he did everything he said he was going to do, adding that there's still so much for him to do if they allow him. Mr. Renaud went on to say that the Manager doesn't just care for a selected group, asserting that he cares for the City, recalling seeing what he did for the people at the Opa-locka Flea Market and what he did for someone who was no longer working in Opa-locka who fell on hard times. He asserted that the union and the people support Commissioner Darvin Williams, adding that there are many women and men in blue behind him who put their lives on the line every day, who support the Manager. Mr. Renaud said that God is saying that this is a season of healing, quoting Jesus who the Bible teaches us said, "a house divided will not stand." Mr. Renaud urged the Commission to not allow people to keep coming to the City to cause division. He prayed that the Church rise, and enemies be scattered. Mr. Renaud then concluded by addressing Manager Williams, urging him to always be steadfast and unmovable in the work of the Lord, knowing that his labor is not in vain.

The Owner of All Masters Transmissions located at 12952 NW 42nd Avenue did not provide his name but said that he would like to see if there is a way to find out what is really going on in the City's Police Department that he said has always been there and he always counts on them. He remembered being called by Michael Steel who had created a GoFundMe to help some people that were homeless in a car and didn't have anything to eat. Sharing that he has done many good things for the community, he said that he has known him for a while, and he wanted to make the Commission aware that he is a good man. He concluded by stating that he would appreciate it if the Commission could give him another opportunity and think about what's going on.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place addressed the Commission virtually and strongly suggested that the City enhance its community involvement for all legislation that impacts the quality of life for Residents. Ms. Johnson also commended the City Manager because she brought a group of individual vendors from the Opa-locka Flea Market to meet with him and she said that everything worked out. She went on to share that she is still concerned about the reserve and litigation funds which she said should be a line item. As a Member of the Audit Committee, she stated that she was not in favor of sunsetting the committee because she did not feel comfortable that all of the audits would be completed by September 30th, as the Consultant had told the Commission. Expressing her total support for bringing Mr. Brunson back, Ms. Johnson said that he has the experience and has worked with the City before. She went on to address the roaming animals in the community, recalling that the City was infested with cats at one time, but a group went to the Miami-Dade Board of County Commissioners meeting and got control. Ms. Johnson pointed out that the property on NW 135th Street and Opa-locka Boulevard off of 22nd Avenue where Presidente was going to come, has not been developed as of yet. Recognizing that the Manager came in and encountered a lot, she said that she would not

point fingers at anyone. Ms. Johnson went on to say that the President of the Union said everything under the anointing. She concluded by sharing that she was going to go out of town because tomorrow she is celebrating 49 years of marriage, but she said that she thought it was so fruitful to make sure that the Commission thinks about what they are doing.

Mr. Brian Dennis of 2140 York Street quoted Biblical Scripture, reading 1 John 4:1 which says, "believe not every spirit but try to spare the spirits, whether they're of God, because many false prophets have gone out into the world. He went on to quote Ephesians 5:11 which says, "have no words with the darkness but rather expose them." Mr. Dennis stated that he doesn't think there's anybody quoting scriptures in the City more than him since 1997. He said that he has 25 years of coming to the Commission Meetings and understands what is going on. Offering assurances that he doesn't think he's better than anybody else, Mr. Dennis said that he does know when the fruits of wickedness are working inside the City. He concluded by asserting that God will expose it all because light and darkness can't be in the same place.

There being no additional members of the public to address the Commission, Mayor Williams closed the Citizen's Forum.

12. ACTION ITEMS (items from consent agenda pull list):

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 21-0726100 TO PROVIDE FINANCIAL ACCOUNTING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 – Approval of the Consent Agenda.

14. NEW ITEMS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FY 2019-2020 AUDITED FINANCIAL STATEMENT AND ANNUAL FINANCIAL**

REPORT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to discuss Agenda Item 14-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 14-1.

Interim City Manager Williams reported that the 2019-2020 audit has finally been completed and is ready for the Commission to accept. The Manager requested that the Commission approve the resolution proposed by Agenda Item 14-1, accepting the financial statement and annual financial report, so that the City can move forward. He concluded by informing the Commission that work on the 2021 fiscal year audit has already commenced.

Commissioner Davis asked if the audit firm was available to present on the Item proposed by Agenda Item 14-1.

Interim City Manager Williams informed the Commission that the team from TriMerge Consulting that did the bulk of the work on the audit was not available, but he said that Finance Director Niema Walker who oversaw all of the work, was available to speak on the resolution proposed by Agenda Item 14-1.

Commissioner Davis asked if the opinion that was rendered was a clean opinion and he also asked if there were any findings.

Finance Director Niema Walker informed the Commission that the opinion was qualified across all funds. Ms. Walker also said that the City had a total of 13 findings, of which 4 were new and all others were repeated.

Commissioner Davis stated that for the sake of time, it was not his will to have Finance Director Niema Walker go through the entire audit report but said he didn't know the will of the rest of the Commission. The Commissioner said that he would like to have a personal meeting to discuss the audit findings.

Mayor Williams noted that she heard that TriMerge Consulting did the bulk of the work on the audit, but she said that she doesn't know what that means and asked if an outside agency completed it.

Finance Director Niema Walker said that TriMerge Consulting utilized City Staff along with their team to produce the audit report document, and she stated that it was more of a 50/50 split.

Mayor Williams asked Finance Director Niema Walker to share her professional opinion on whether or not the audit is sound, and she asked if the new auditing firm needs to come up and make a presentation, pointing out that she is kind of on a seesaw.

Finance Director Niema Walker reminded the Commission that the Brunson team is providing some internal accounting services, to address the audit findings and so that the City's financial statements are in line with where they should be, so that the external auditor Marcum LLP can have a more successful time completing the audit for 2021.

Mayor Williams stated that she thinks that she meant to say Marcum and she asked if there were any other questions.

Vice Mayor Taylor asked Finance Director Niema Walker to confirm that the final pages of the audit report included the findings.

Finance Director Niema Walker confirmed that the final pages of the audit report included the findings.

Interim City Manager Williams stated that through TriMerge Consulting commenced the audit process, Finance Director Niema Walker and he oversaw every step, and he said that they have been responsive to the external audit team from Marcum LLP, and they have reviewed the findings and work product.

Mayor Williams opened Public Input for Agenda Item 14-1.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place addressed the Commission virtually about her concerns about litigation and risk management funds.

Mayor Williams pointed out that the Public Input was for Agenda Item 14-1, and that she believed Ms. Johnson was speaking on a different Item.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Input for Agenda Item 14-1.

There being no additional discussion, the resolution passed by a 5-0 vote.

Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes

Commissioner Dominguez	Yes
Mayor Williams	Yes

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:
There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

There were none.

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE III SECTION 22-61 OF THE LAND DEVELOPMENT REGULATIONS TO INCLUDE PROVISION FOR "CERTIFICATES OF RE-OCCUPANCY"; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on October 5, 2022). *Sponsored by Interim City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Vice Mayor Taylor, seconded by Commissioner Dominguez to discuss Agenda Item 16-B-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 16-B-1.

Interim City Manager Williams asked Planning and Community Development Director Gregory Gay and Code Enforcement Department Manager Wilma Wilcox to introduce Agenda Item 16-B-1.

Planning and Community Development Director Gregory Gay reminded the Commission that the ordinance being proposed by Agenda Item 16-B-1 was presented at the last meeting. Mr. Gay said that it is regarding the recertification of residential properties within the City, to allow for them to be brought up to code if there are any code violations and making sure that the properties being sold within the City, meet the standards that would be most presentable, whether they're new or rehabbed. He stated that they want to make sure the properties have a high standard and quality for the Residents of Opa-locka.

Mayor Williams opened the Public Hearing for Agenda Item 16-B-1.

Mr. Luis Santiago who resides at 1156 Peri Street thanked Mayor Williams for remembering that the Public Hearing had to be opened. Mr. Santiago went on to say that he recalled being before the Commission for the first reading of the ordinance proposed by Agenda Item 16-B-1. Noting that former Commissioner Dottie Johnson had said that the Residents deserve to know everything that is going on in the City, he said that is especially true when an ordinance proposes to create a fee and confusion. Mr. Santiago proposed that the Commission defer the ordinance proposed by Agenda Item 16-B-1 to give Residents the opportunity to have a workshop with the City Manager to explain the ordinance. He said that he knows that it's good and that many cities have it, but he lamented that they don't have all of the information about it, and he stated that he is trying to avoid future confusion or problems that he lamented sometimes people create in the City.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-B-1.

City Clerk Flores stated that former Commissioner Johnson wanted to speak on the ordinance proposed by Agenda Item 16-B-1.

Mayor Williams re-opened the Public Hearing for Agenda Item 16-B-1.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place addressed the Commission virtually and reported that she tried to meet with as many Citizens about the concerns regarding the ordinance proposed by Agenda Item, 16-B-1, and she strongly suggested that the City have as many community engagement activities as possible. Ms. Johnson went on to say that according to Miami-Dade County statistics, new movers represent 42% and she said that a lot of them don't know where to go. According to Ms.

Johnson, most individuals are saying they're not getting return calls. Explaining that she tries to offset that with more awareness to get buy-in from the Citizens, Ms. Johnson strongly suggested more community engagement. Ms. Johnson joined former Commissioner Luis Santiago in suggesting a focus group and she said that the information should be on the City's website or that a contact person can relay the information. She said that the City has to tell its story, but she also said that she doesn't think it's going to work completely. Ms. Johnson offered kudos to the ones who believe, and she concluded by urging that the job be done.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-B-1.

Vice Mayor Taylor stated that he was going to say the same thing he said at the last meeting, noting that there's a misunderstanding about the ordinance proposed by Agenda Item 16-B-1. The Vice Mayor said that he thinks there needs to be an explanation because what's being proffered is not what the Residents understand. He asked Interim Manager Williams to give an explanation or defer the Item because a lot of Residents don't understand it, because as the Commission heard last week, the Residents think it's an ordinance to allow the Code Enforcement Department to just come in and out of their property when they want. Recognizing the Residents present at the meeting, Vice Mayor Taylor reiterated his recommendation that the Commission either defer the Item and workshop it or give a detailed explanation during the meeting, so that the Residents can feel comfortable before they leave.

Planning and Community Development Director Gregory Gay thanked Vice Mayor Taylor for his question. Mr. Gay went on to point out that it had been stated before that the ordinance proposed by Agenda Item 16-B-1, deals with the transaction of properties when they are for sale and does not deal with having the Code Enforcement Department just arbitrarily come into anyone's property at any point an inspection. He said that it is only when a property is for sale and is only single family and duplex properties that are under private ownership. Mr. Gay also said that the inspection would not be done by the Code Enforcement Department and would be done by the minimum standard housing officer of the City of Opa-locka who has been charged to make sure that the minimum standards are being met. He concluded by stating that the City does not want to sell substandard housing to new homeowners in Opa-locka.

Code Enforcement Department Manager Wilma Wilcox explained the internal process, expressing her hope that everyone can understand. Ms. Wilcox stated that the Building & Licensing Department would accept the application with payment, followed by the Code Enforcement Department's permit section checking to see if there are any permits on record for the work they may have found. Once that is complete, the Housing Inspector and not the Code Enforcement Department, will contact the realtor or seller to conduct the inspection, with a focus on ensuring there is no illegal construction, build outs, and that requirements are met for the setback and life safety compliance. 30 to 90 days will then be given to comply with the violations and any possible payment. The lien company would be provided a certificate of occupancy when the process is done. Ms. Wilcox then stated that the certificate of re-occupancy is required prior to the transaction, for any property located within the City of Opa-locka. She explained that the process is mainly to protect new owners, because every day properties are conveyed, transferred, sold, including through quick sales and people get caught up with millions of dollars of liens without knowing because there's no way to track it. Ms. Wilcox also said that the process is merely a tracking system through the City of Opa-locka to protect new owners.

Commissioner Dominguez asked how the sales of houses between realtors and owners are going to be tracked, and if Staff would be hired.

Code Enforcement Department Manager Wilma Wilcox explained that 90% of the time, when properties are being transferred, a lien search is requested through the Code Enforcement Department, which is one way that sales can be tracked. Ms. Wilcox also said that a document has been prepared for all realtors and title companies, which stipulates that prior to any transfer of property or closing, they must complete the process.

Commissioner Dominguez asked what happens if it is a new house.

Code Enforcement Department Manager Wilma Wilcox explained that the process has nothing to do with new homes.

Commissioner Dominguez stated that it is important to have the process explained better through a workshop, because a lot of the Residents don't speak the language and don't understand what is meant.

Interim City Manager Williams stated that under his Administration, workshops are always provided for every new legislation. The Manager offered the new boating ordinance as an example, stating that a notice about

the new law was provided to every single owner of a boat with the City of Opa-locka. He said that a workshop is being set up for Residents to be able to ask questions and get feedback before the legislation goes into effect in January. Manager Williams explained that if the ordinance proposed by Agenda Item 16-B-1 passes, it is his intention to provide the same format with the legislation and all other legislation, so that the Residents understand it before any type of enforcement action takes place.

Commissioner Bass said that she heard what was said by her colleagues, the residents, and Ms. Wilcox as well as Mr. Gay, and that her suggestion is to workshop the ordinance first and then bring the ordinance back before the Commission to vote on and move forward.

Interim City Manager Williams stated that if it is the will of the Commission, a workshop will be set up for the proposal of the legislation.

Commissioner Davis noted that Code Enforcement Department Manager Wilma Wilcox stated that it is usually the responsibility of a property owner to complete a lien search, and he wondered what the benefit would be to have the City take on that responsibility, adding that he understands other cities are doing it.

Planning and Community Development Director Gregory Gay stated that the City is not taking on a responsibility because it's already taking place as part of the transaction. Mr. Gay explained that the process proposed by the ordinance basically gives better assurance that the transactions are checked, but he acknowledged that direct transactions like quick claim deeds don't get checked. He also said that having the process in place will at least give some more assurance to new owners that the property is in good condition, meets building code requirements and minimum housing standards to be moved into and enjoyed.

Commissioner Davis asked if any additional costs are anticipated to implement the certificate of re-occupancy program, as proposed by the ordinance.

Planning and Community Development Director Gregory Gay stated that the certificate of re-occupancy program, as proposed by the ordinance, is not anticipated to increase additional costs.

Mayor Williams recognized that it is the will of the Commission to workshop the Item, but she said that her personal opinion is that the Item is

good to go and that the Item should be workshopped after it is passes so that everyone understands what they need to do, also offering the example of the boat ordinance. The Mayor stressed that the longer the Commission waits, the more Residents that are trying to buy property to move into the City, discover million-dollar liens that they didn't know were on there, adding that she knows of such a citizen in that tragic situation while they try to buy a historic home in Opa-locka. She lamented that it is unfortunate, because Mayor Williams said that they want to build home ownership in the City and bring new residents in to expand. She added that quick claim deeds and as-is for cash sales hurt communities because the city loses out on recouping the liens from the property owner, or the previous owners over 20, 30 or 40 years. Because it is a real thing that is happening, Mayor Williams expressed her thanks to Planning and Community Development Director Gregory Gay as well as to Code Enforcement Department Manager Wilma Wilcox for bringing the Item before the Commission. She concluded by stating that her preference would be to vote on the Item at that meeting, but she once again acknowledged the will of the Commission and asked Interim City Manager Williams if he was going to defer the Item.

Interim City Manager Williams confirmed that he would defer the ordinance proposed by Agenda Item 16-B-1.

Mayor Williams confirmed with City Clerk Flores that the ordinance proposed by Agenda Item 16-B-1 had been deferred.

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AS SET FORTH IN EXHIBIT "A"; DIRECTING THE EXECUTIVE DIRECTOR OR DESIGNEE TO TRANSMIT A COPY OF SAID BUDGET TO MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on October 5, 2022).** *Sponsored by Interim City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Commissioner Davis to discuss Agenda Item 16-B-2.

Mayor Williams opened the Public Hearing for Agenda Item 16-B-2.

There being no members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-B-2.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 16-B-2.

Interim City Manager Williams stated that the Commission is aware that the Community Redevelopment Agency is mobilizing several projects including the rental assistance program, the mortgage assistance program and the small business grants. The Manager pointed out that in order to do that, they need to get their fiscal house in order. He said that Agenda Item 16-B-2 proposes the second reading of the ordinance to approve and adopt the Community Redevelopment Agency budget and submit it to Miami-Dade County.

There being no discussion, the proposed ordinance passed its second reading by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER;

PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on October 12, 2022). *Sponsored by Interim City Manager*

The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Vice Mayor Taylor, seconded by Commissioner Bass to discuss Agenda Item 16-B-3.

Mayor Williams opened the Public Hearing for Agenda Item 16-B-3.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place addressed the Commission virtually. Ms. Johnson began by stating that she just learned that the City of Opa-locka has a Lien Department, characterizing it as something very interesting that she never heard before. She asked for the numbers that relate to that department including how many people are in the department and when staffing was posted. Ms. Johnson also stated that she has never heard of additional responsibilities not costing anything. She went on to ask on what line item she can find the litigation funds, reserve funds and risk management, expressing concern about the cost to taxpayers for the hiring firing and bringing back of City Staff by each City Manager's Administration. Ms. Johnson concluded by stating that she needs some clarification about the Lien Department, because if she happens to sell her house, she can go to Miami-Dade County and get the information, adding that she is still aware that all records are not on file, and she asked for someone to answer her tonight or get back to her asap.

Mr. Ario Lundy who resides at 14911 Duval Street informed the Commission that he is building houses in the Triangle, and he said that there are a lot of houses inside there including a lot of crack islands that need to be torn down. Mr. Lundy said that he is trying to restructure the neighborhood but lamented that the City doesn't put liens on those places, asking how they are going to make the area a lot better for people to come in and live. He shared that Police Officers are there and they need to keep moving forward.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-B-3.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 16-B-3.

Interim City Manager Williams noted that it is required that the Commission receive a report whenever the budget is being exceeded or changed, and he asked that Budget Administrator Bob Anathan answer all of the Commission's questions regarding the budget amendment proposed by Agenda Item 16-B-3.

Budget Administrator Bob Anathan noted that this is his 3rd year and before budget amendments were full of a lot of October surprises and a lot of work to be done, but he pointed out that the budget amendment being proposed by Agenda Item 16-B-3 is a very small package with 19 items in it that they talked about 2 weeks ago, and he stated that he's added 9 more items that have come up. Mr. Anathan stated that the fact that it is such a small budget amendment, is a very strong indication that the amount of budget discipline in place this year, which he said has been lacking in past years, adding that he thinks it is a very good sign as the City goes forward.

There being no discussion, the proposed ordinance passed its second reading by a 5-0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

17. CITY MANAGER'S REPORT:

Manager Williams stated that based on the will of the Commission, he would first address the comments from the Citizens. The Manager began with former Commissioner Luis Santiago's statements regarding the smoke testing that was done by the Public Works Department. He said that he was fully aware of the concerns and explained that a contractor went out to inform the Citizens that it was going to be happening but offered assurances that additional things are going to be put in place to provide notice to residents because he understands that no one wants to be concerned that their house may be on fire. Manager Williams then requested that Public Works Director Airia Austin discuss the additional work being done to address the concern.

Public Works Director Airia Austin stated that in hindsight, they feel that the notification provided by the third-party vendor was too in advance. Mr. Austin said that moving forward they plan on publicizing on OPA-TV, sending out a red alert and placing placards throughout the neighborhood, reminding the residents of forthcoming smoke testing. He informed the Commission that the next occurrence would be in approximately 5 years, unless there are deficiencies in the system, and he expressed his hope that it would go off

without a hitch. Mr. Austin concluded by apologizing for the unfavorable conditions that were experienced by Residents.

Commissioner Dominguez asked when the planned smoke test was advertised and what company was used.

Public Works Director Airia Austin informed the Commission that Envirowaste conducted the smoke testing, and it occurred one week prior to the testing, several days in a row. Mr. Austin stated that they also had to notify DERM and the local Fire Department that the testing was going to be taking place. He reiterated that they think it was done a little too far in advance and they will use other means to alert the Residents.

Commissioner Dominguez shared her understanding that it was done through Envirowaste and said that her question was when the planned smoke testing was advertised.

Public Works Director Airia Austin reiterated that the planned smoke testing was advertised 1 week prior to the testing by handing out flyers to the affected areas. Mr. Austin explained that several systems had to be tested in the City, and flyers were handed out for each system.

Commissioner Dominguez shared that she got a lot of calls from Residents telling her that there was smoke coming out of their roofs and toilets, stating that it was scary. The Commissioner expressed her hope that the City does better letting the Residents know about any testing that is going to be done.

Interim City Manager Williams then went on to address the comments made by Ms. Celia Pruett, who he recognized is becoming a staple at the City Commission Meetings. The Manager said that the Police Force was mobilized when her first complaint about the house in her neighborhood was gathered, addressing the issue head on and getting it taken care of. He offered assurances that the Public Works Department would be mobilized to pick up the paper on the canal banks because it is City controlled property and that the Code Enforcement Department would address the issue of the trash bags at the Family Dollar because it is on private property. Manager Williams continued on, addressing the comments made by former Commissioner Dottie Johnson, stating that he believes there was a misnomer when referring to the Lien Department, pointing out that the City has always taken part of liens and while there is no Lien Department, there are duties and responsibilities that are the purview of existing Code Enforcement Department Employees. The Manager then said that he will request a private meeting with Ms. Johnson to cover any issues regarding legal liabilities, litigation, risk management and the budget. Manager Williams went on to address the termination of Captain Steel that was brought up by 2 Residents and then requested that Police Chief Scott Israel speak on behalf of the 22 Police Officers that were present at the meeting.

City Attorney Norris-Weeks asked that Interim City Manager Williams not do that just in case there may be litigation associated with it, because the City would not want personnel decisions made by the City through the Manager's leadership, to be in the public domain. The City Attorney stated that it was just her request.

Interim City Manager Williams stated that he appreciated the recommendation from City Attorney Norris-Weeks, offering assurances that he will only be making statements that will be part of the public record and available if anybody made a request through the City Clerk's Office. The City Manager stated that an investigation was required by policies and procedures when 22 officers of the 43 sworn officers at the time, filed complaints. The Manager read the conclusion from the investigator. Interim City Manager Williams stated that termination is never an easy decision for any city manager, adding that the deliberation took months as every opportunity to address the concerns was looked at because it is a sensitive matter that was not taken lightly. The Manager then turned the floor over to Police Chief Scott Israel.

Mayor Williams said that she was going to ask the will of the Commission because she has the City Attorney saying one thing and she is a little uncomfortable because she wants to make sure that whatever happens is tight, adding that she doesn't want any statements to come out that could come back to bite the City. The Mayor said that she needed each Commission Member to let her know if they were okay to move forward, asking Chief Israel if he was the only one that was going to speak.

Police Chief Israel confirmed that he was the only one that was going to speak.

Mayor Williams said that she just wanted to make sure and said that she thinks they are good.

Police Chief Israel thanked Mayor Williams and each Commission Member for allowing him to speak before the Dais, stating that it is a very important message he brings on behalf of the men and women that he works with every day. The Chief recognized the appreciation that each Member of the Commission has for the Officers of the Police Department and said that it is deserved because the men and women of the Police Department have to be protected and their rights have to be brought forward.

Mayor Williams thanked the Officers of the Police Department for the work that they do each and every day in the City and said that she wants to make sure everything legally happens the right way.

Interim City Manager Williams addressed a letter that was submitted to the City Clerk's Office regarding his personal background. Upon reading a portion of the letter, the City Manager said he wanted to address the comments made and began by saying that he is a former military intelligence officer of the United State Army for the Department of Defense as part of the 313th Military Intelligence Battalion and 82nd Airborne Division. He shared that he holds a TS SEI, which he said is the highest possible security clearance that can be held in the Armed Forces. Additionally, the Manager said that he has run multi-million-dollar companies, a consulting company that is in charge of the financial administration of over 30 medical clinics in South Florida. The Manager then proceeded to address the 3 items stated in the letter, which he said are private and personal matters that have nothing to do with his ability to run the City. He said that his grave concern is the validity and weight that rumors are given in the City of Opa-locka and expressed his hope that the people on the Dais are truth seekers who understand the damage that lies, rumors and

innuendos can do to people's character and to them personally. Mr. Williams said that he stands by his record in the months that he has been serving as Manager, stating that the numbers speak for themselves and sharing some of the successes of his Administration. Manager Williams concluded by stating that he hopes to continue to stand on his record and not innuendo.

Mayor Williams lamented that what the City afforded DC2WIN was not afforded to 5K Fish Fry n' Seafood and she stated that she wants to make sure that moving forward, the City gives the same amount of exposure to all businesses in the community, to make sure that they succeed.

Interim City Manager Williams agreed with Mayor Williams and pointed out that while 5K Fish Fry n' Seafood has limited space, a ribbon cutting ceremony can also be organized just for the community because there is not enough space for all of the City Employees.

Mayor Williams recalled that the Commission and community attended a ribbon cutting ceremony at the gas station on 27th Avenue before Mr. Williams began serving as City Manager, and she said it was showing partnership with the Commission as a united front, cutting a ribbon in front of their business. The Mayor said that she would like to see a ribbon cutting in front of the 5K Fish Fry n' Seafood restaurant.

Interim City Manager Williams acknowledged Mayor Williams' request for a ribbon cutting in front of the 5K Fish Fry n' Seafood restaurant.

Mayor Williams thanked Interim City Manager Williams.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Commissioner Davis invited the community to the Parks & Recreation Department and Booster Club Halloween Party on Monday, October 31st, stating that it would be a family fun event with refreshments, and activities for the entire family, encouraging the community to participate in a safe environment that night.

Mayor Williams congratulated everyone that participated in the Mayoral and Commission debate. The Mayor also congratulated Commissioner Bass for her baby shower event at Cordoba Courts, stating that it was well organized and that the Residents loved it, adding that she hopes it is something that the Commissioner continues to do, adding that it really touched her heart because she knows how important pampers and wipes are. She went on

to thank City Staff and everyone that put together the Pink Breast Cancer Brunch, which she said was really great, stating that the goal is to continue to recognize survivors and never forget those that we lost, not just in the month of October. Mayor Williams concluded by stating that she supports Interim City Manager Williams.

Commissioner Bass shared that she had an opportunity to visit Sherbondy for the gun buyback event, stating that it was her very first one. The Commissioner said that one of the Officers said to her that it doesn't matter what a gun looks like, it still has the potential to be dangerous. She expressed her hope that the City has even more participants at the next gun buyback, so that they can get more guns off the street.

Vice Mayor Taylor thanked the Public Works Department, City Manager's Office and the City Clerk's Office for helping with the Hispanic Heritage festival that took place a couple of Sundays ago, thanking them for a job well done. The Vice Mayor also announced that the Police Department was being honored on Sunday at 11 am at the County at the Hometown Heroes Parade at the City of Miami FTX Arena being organized by Miami-Dade County Mayor Daniella Levine Cava. Vice Mayor Taylor shared that he and Police Chief Israel went to the press conference, and he said that the City is ready and is going to shine.

Commissioner Dominguez thanked the people that came for the Hispanic Heritage event at Sherbondy Auditorium, stating that the Residents enjoyed themselves. The Commissioner also shared that the Residents were asking if the Police Department Officers were going to do a calendar because they loved them so much and were taking pictures with them.

Commissioner Bass suggested that a calendar for the Police Department Officers should be considered.

Interim City Manager Williams said that the Commission busted the surprise again, because a calendar for the Police Department Officers is in the works.

Mayor Williams asked City Attorney Norris-Weeks for an update on the open storage legislation.

City Attorney Norris-Weeks stated that when the open storage legislation passed as a Future Agenda Item, she immediately started meeting with the Community Planning and Development Department and she said that they realized nuisance is mentioned in the land development regulations and in the City Code, but that it is a little bit all over the place. The City Attorney said that they talked about bringing it into one section and trying to get it onto the tax rolls like some cities have it, which would require an ordinance every year that would go to the Property Appraiser's Office to have it approved. She said that the City

of Coral Gables has made the same inquiry and the City Attorney said that she was referred to the person heading up the process, which she lamented is moving slow. Recalling that she had previously told Mayor Williams that it would be very easy to push something forward, she explained that they are looking to do something a little bit more comprehensive that may have a lasting impact on the City in a positive way. The City Attorney went on to say that there are some issues with how things are being collected and credited to the right City Departments, in addition to how nuisances are dealt with in the City. She reported that they have had some meetings with the Code Enforcement Department that she said were very helpful with structuring a nuisance abatement ordinance that would include the open storage issue in addition to some other things that are not working right now within the City Code. The City Attorney offered assurances that it could be on the Agenda for the very next Commission Meeting but they were looking to try to make it something that would be more beneficial to the City.

Mayor Williams stated that it is not her will to push something forward just to have it on the books and said that she does want to make sure it is something comprehensive. The Mayor lamented that after reviewing several emails, she believes there is a breakdown somewhere in the system because she doesn't know how long it's been and she only gets an answer when she asks, mainly from the City Attorney. She then asked Interim City Manager Williams for an immediate virtual meeting with the Manager, Planning and Community Development Director Gregory Gay and City Attorney Norris-Weeks, so that she can get some clear answers, because she said that someone is dropping the ball. The Mayor stated that the legislation is going to help everyone in the City, specifically with beautification, which she acknowledged they talk about, but asserted that there has to be action and she said that things need to happen a little bit faster.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

Interim City Manager Williams informed the Commission that after meeting with the City's consultants for the American Rescue Plan Act funds, the final touches were put on the meeting that was scheduled for Saturday with flyers being distributed to inform Residents of the opportunity to vote on 8 items that were proposed by the Commission, including the gateways, restoration of the fire station, small business grants, mortgage assistance, renovation of Ingram and Segal Park, tree planting in the medians and swales, art scaping beautification program and rental assistance. The City Manager said that based on the vote from the Residents, the top 4 would move forward through the American Rescue Plan Act funds.

Vice Mayor Taylor stated that he has had the American Rescue Plan Act funds on his radar since day one and asked why the City waited so late to bring the workshop forward,

considering that it was already Wednesday and the date for the workshop was proposed to be on Saturday, expressing his concern that the Residents were not being given enough time.

Interim City Manager Williams stated that if it was the will of the Commission, the American Rescue Plan Act meeting could be pushed back.

Vice Mayor Taylor asked about the public relations firm.

Interim City Manager Williams stated that the public relations firm is not engaged yet.

Mayor Williams asked if they could move forward, pointing out that Residents are saying they don't know what's going on. The Mayor suggested that a consultant be hired until the City has a public relations firm. She recognized that the City Manager's Office is pulling a lot of the marketing weight and she said that they shouldn't have to. The Mayor stated that they have to do something.

Interim City Manager Williams stated that if it were the will of the Commission, he would like to start funding flyers to be sent to Residents because the only form of media that the City has is posting to Facebook. The Manager said that until the public relations firm can increase the City's social media presence, get the YouTube page more active, and add an Instagram page to bring the City into the new millennia, they need to do something. Recognizing that it's going to be a very expensive undertaking, he said that he is just as frustrated as the Commission.

Mayor Williams reiterated her suggestion that the City needs to get a temporary consultant to do the work, because the City Manager's Office and the City Clerk Joanna Flores who she recognized also designs flyers, just have too much on their plate to take on a marketing job.

Interim City Manager Williams stated that a consultant will be engaged through the procurement process while the City is waiting for the new public relations firm.

Vice Mayor Taylor said that he thinks what Mayor Williams is saying is to look into getting a temporary fix in the form of a consultant that can take on the task now, and then the procurement can move forward.

Interim City Manager Williams stated that since it is the will of the Commission, he will work to get someone temporarily to stand in the gap.

Commissioner Dominguez asked if the American Rescue Plan Act workshop would be postponed.

Interim City Manager Williams confirmed that the American Rescue Plan Act workshop would be postponed.

22. ADJOURNMENT:

It was moved by Vice Mayor Taylor, seconded by Commissioner Dominguez to adjourn the meeting.

There being no further business to come before the City Commission, the meeting was adjourned at 8:44 p.m.

_____

Veronica J. Williams
Mayor

Attest:

_____

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
November 14, 2022
6:30 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 6:59 pm on Monday, November 14, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr. and Mayor Veronica J. Williams. Commissioner Chris Davis arrived at 7:07 pm. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Commission observed a moment of silence.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

City of Opa-locka Educational Scholarship Award

The City Commission presented the 2022 Scholarship Awards to Bernice Pierre-Georges, Kimberlee Downer and Ji'Yah Toomer.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

It was moved by Commissioner Bass, seconded by Commissioner Davis to approve the Consent Agenda.

There being no discussion, the motion to approve the Consent Agenda passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Mayor Williams	Yes

7. APPROVAL OF AGENDA:

City Clerk Flores informed the Commission that there was a request to amend the Agenda and she read proposed Add-on Agenda Item 14-1 into the record.

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING RESOLUTION NO. 22-019 AND ACCEPTING THE PROPOSAL OF ROAR MEDIA, LLC. FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES PURSUANT TO RFP NO. 22-0614100; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS ($144,000.00) PER FISCAL YEAR; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

It was moved by Commissioner Bass, seconded by Commissioner Davis, to add Item 14-1 to the Agenda.

There being no discussion, the motion to amend the Agenda passed by a 4-0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

City Clerk Flores informed the Commission that there was a request to amend the Agenda and she read proposed Add-on Agenda Item 14-1 into the record.

14-2: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AND APPROVING AN EMPLOYMENT AGREEMENT, ATTACHED HERETO, BETWEEN THE CITY AND DARVIN WILLIAMS AS CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

It was moved by Commissioner Bass, seconded by Commissioner Davis, to add Item 14-2 to the Agenda.

City Clerk Flores stated for the record that Add-on Agenda Items require four-fifths of the vote.

There being no discussion, the motion to amend the Agenda failed by a 3-1 vote.

Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	No
Mayor Williams	Yes

14-3: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE ELECTION RESULTS OF THE CITY OF OPA-LOCKA GENERAL AND SPECIAL ELECTION HELD ON NOVEMBER 8, 2022 AS SET FORTH IN ATTACHED EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Clerk*

It was moved by Commissioner Dominguez, seconded by Commissioner Bass, to add Item 14-3 to the Agenda.

There being no discussion, the motion to amend the Agenda passed by a 4-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Mayor Williams	Yes

It was moved by Commissioner Bass, seconded by Commissioner Davis, to approve the Agenda.

There being no discussion, the motion to approve the Agenda passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Mayor Williams	Yes

8. APPROVAL OF MINUTES:

Special Commission Meeting Minutes - October 5, 2022

It was moved by Commissioner Dominguez, seconded by Commissioner Bass to approve the minutes from the Special Commission Meeting on October 5, 2022.

There being no discussion, the motion to approve the minutes passed by a 4-0 vote.

Commissioner Dominguez	Yes	
Vice Mayor Taylor	Not	Present
Commissioner Bass	Yes	
Commissioner Davis	Yes	
Mayor Williams	Yes	

Special Commission Meeting Minutes - November 3, 2022

It was moved by Commissioner Dominguez, seconded by Commissioner Bass to approve the minutes from the Special Commission Meeting Minutes from November 3, 2022.

There being no discussion, the motion to approve the minutes passed by a 4 -0 vote.

Vice Mayor Taylor	Not	Present
Commissioner Bass	Yes	
Commissioner Davis	Yes	
Commissioner Dominguez	Yes	
Mayor Williams	Yes	

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There was none.

10. PUBLIC PRESENTATIONS:

1. Marcum LLP
ref: City of Opa-locka Annual Financial Report for the Fiscal Year Ended September 30, 2020

Mr. Moe Ariza from Marcum LLP presented the 2020 fiscal year-end audited financial statements to the Commission virtually via Zoom.

Mayor Williams thanked Marcum LLP for assisting and completing the audit to move the City forward. The Mayor also shared her appreciation for Finance Director Niema Walker and the Finance Team who made it happen.

Interim City Manager Williams shared his appreciation for the work that Marcum LLP and the Finance Department has done to identify the findings and to address them. The

Manager acknowledged that it has been a long time coming and he said that they are very happy that they were able to pull together a team to get Opa-locka's finances in order. He pointed out that the City has been without a Finance Director for many years and the Manager expressed gratitude to have had Finance Director Walker come on board to have such an important impact.

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings.

Mayor Williams opened the Citizens' Forum.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place addressed the Commission virtually and stated that in 2018, they made sure that all new elected officials had an opportunity to weigh in on all future legislation. Ms. Johnson expressed concern about seeing that slipping and added that she is glad that it was deferred. She also stated that all legislation must be reviewed by the City Attorney for legal sufficiency. Ms. Johnson went on to say that the City Attorney is an employee of the City of Opa-locka and not the Community Redevelopment Agency. Recalling that she served on the Commission in 2012, Ms. Johnson expressed concern about the Community Redevelopment Agency.

Mayor Williams stated that they can't speak on the Community Redevelopment Agency here.

Ms. Dorothy Johnson said that she thinks she can speak on the Community Redevelopment Agency because each one of the Commission Members are Board Members on the Community Redevelopment Agency, while acknowledging that they are in a different role as a Commission. Ms. Johnson said that she is assuming that she is allowed to speak on anything that affected the welfare of the City during Citizens' input, and she added that she didn't know that she was restricted. She also said that she would look into the Citizens' Bill of Rights because she thinks she is being restricted. Ms. Johnson went on to state that she has never heard the audit findings discussed in the Commission's budget meetings, nor has she heard the broadcast of the internal controls that she believes should have been put in place since 2017 with accurate information. She concluded stating that since she can't talk on certain items, she would like to have that information in writing and provided to her via email or to her mailing address.

Ms. Celia Pruett who resides at 2350 NW 141 Street congratulated everyone who won the election and said that she looks forward to working with them and giving them some ideas. Ms. Pruett stated that most of them know who she is, and she said that they should feel free

to give her a call or stop by. She went on to applaud City Manager Williams for taking care of the trash pile by Family Dollar, recognizing that it looks a lot better, adding her appreciation for the Public Works Department because she said that she is quite sure that they had a hand in it too. Ms. Pruett shared that she has a good rapport with Code Enforcement Manager Wilcox, adding that her late sister and her used to have good conversations with her. Lamenting that she has an issue with the squatter situation at 2410 NW 141st Street which she said has gotten worse and she expressed embarrassment. Ms. Pruett explained that they have new people park their vehicle like they pay rent, and have trash from the front door to the street. Asserting that it is part of her home, she asserted that it is ridiculous that people are allowed to come into their home and disrespect them. She shared that she has had a couple of neighbors almost get into a confrontation because they told them that it is ridiculous and they don't live like that here. Ms. Pruett said that she doesn't want anything to happen, but expressed concern that it is going to get nasty and something needs to be done about it. She added that you can't even go to the park area because you're looking right into the house. Ms. Pruett concluded by stating that she doesn't want to hear that nothing can't be done because if she is paying her taxes, they need to work their magic, adding that she has some ideas and stating that it needs to be taken care of as soon as possible.

There being no additional members of the public to address the Commission, Mayor Williams closed the Citizen's Forum.

12. ACTION ITEMS (items from consent agenda pull list):

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY'S COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM, IN THE AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000.00), FOR THE COMPLETE RENOVATION OF THE 127TH STREET CANAL, WITHIN THE CITY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT, DEO AGREEMENT NO. MT123, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE CITY**

OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A RELEASE AND TERMINATION OF COVENANT, AS FORTH IN EXHIBIT "A" HERETO, TO ALLOW FOR PROPERTY KNOWN AND LOCATED AT 2171 LINCOLN AVENUE, OPA-LOCKA, FLORIDA TO REVERT OWNERSHIP BACK TO MIAMI-DADE COUNTY AND TO FURTHER AUTHORIZE THE INTERIM CITY MANAGER TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE MIAMI-DADE COUNTY BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM INTERLOCAL AGREEMENT GRANT PROGRAM, IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS ($600,000.00), FOR THE RENOVATION / REHABILITATION OF THE OPA-LOCKA ADMINISTRATIVE BUILDING (HISTORIC CITY HALL), WITHIN THE CITY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY GRANT AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Attorney*

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 – Approval of the Consent Agenda.

14. NEW ITEMS:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING RESOLUTION NO. 22-019 AND ACCEPTING THE PROPOSAL OF ROAR MEDIA, LLC. FOR PUBLIC

RELATIONS AND MARKETING CONSULTANT SERVICES PURSUANT TO RFP NO. 22-0614100; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS ($144,000.00) PER FISCAL YEAR; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Commissioner Davis to discuss Agenda Item 14-1.

Mayor Williams opened Public Input for Agenda Item 14-1.

There being no members of the public to address the Commission, Mayor Williams closed Public Input for Agenda Item 14-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 14-1.

Interim City Manager Williams stated that the City has made an effort for several months to have a public relations firm take over the significant amount of work that is required for Opa-locka. The Manager explained that an attempt to move forward was made with the last firm, stating that every effort was made by multiple City Departments including the City Manager's Office, Police Department, the Community Redevelopment Agency, the Community Development Department and the Budget and Risk Department, but it was agreed unanimously that it was not a proper fit due to some of the failings and the timing on the delivery of the work product. He said that the request for proposals was revisited, and they went to the number 2 firm which is Roar Media. Manager Williams expressed excitement to bring them forward and asked Roar Media President Jacques Hart and Roar Media Representative Alex Van Mecl, who the Manager pointed out is also a Resident of the City, to answer any questions that the Commission Members may have.

Roar Media President Jacques Hart stated that it was a pleasure to be present at the Commission Meeting and he said that he is happy to answer any questions that the Commission might have.

Commissioner Bass stated that she is elated to see that the City has come this far and even more so that a Resident of Opa-locka is a part of it, who she acknowledged as knowing the City better than many Residents who have been in the City forever. The

Commissioner said that she is just pleased and is looking forward to working with the firm and seeing how they can promote the City in a positive manner.

Mayor Williams stated that she is so happy that Roar Media is here, and that the City finally got a public relations firm.

Roar Media Representative Alex Van Mecl said that he has long spoken of the prospects, the beauty and potential of Opa-locka to the many that he has rubbed elbows with. Mr. Van Mecl shared that he has fallen in love with the City, having been living as a property owner in the City for over a year. Noting that it just so happens he is a certified public relations practitioner, he said that he saw the opportunity to provide resources in the form of an agency that he has also fallen in love with. Mr. Val Mecl stated that Roar Media Chief Executive Officer Jacques Hart has long held a firm grasp of what it takes to have an effective and impressionable public relations firm which he said is fully comprehensive, putting digital first with forward thinking. He shared that they love to make very close partnerships with their clients, and they see it as a true partnership. Mr. Van Mecl said that from those that he has gotten to know on the current Commission and the ones that are coming in, he is a firm believer in what is to come for the City. Recognizing that it's going to take an effective partner in the form of a public relations and marketing firm to execute some of the important initiatives and communication strategies that are going to help inform Residents like him and others who have long had a disconnect between the great work happening at the City and what's actually happening on the street. Mr. Van Mecl shared his excitement and said he was honored to be part of the initial process, adding that he is looking forward to working with all of the Commission Members and introducing them to his colleagues at Roar Media who he said are just as elated at the prospect of working with the City of Opa-locka.

There being no additional discussion, the resolution passed by a 4-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Not Present
Mayor Williams	Yes

14-2: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE ELECTION RESULTS OF THE CITY OF OPA-LOCKA GENERAL AND SPECIAL ELECTION HELD ON NOVEMBER 8, 2022 AS SET FORTH IN ATTACHED EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Clerk*

The above resolution was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Dominguez but not seconded to discuss Agenda Item 14-2.

City Clerk Flores asked when the Commission wants to adopt the certification provided by Miami-Dade County of the City of Opa-locka General and Special Election that was held on November 8th, pointing out that it needs to take place pursuant to Section 2.6 of the City Charter.

Mayor Williams asked City Attorney Norris-Weeks when the resolution proposed by Add-on Agenda Item 14-2 would need to come back before the Commission if it was not moved for discussion by the Commission.

City Attorney Norris-Weeks informed the Commission that the way the City Charter reads, it is supposed to be as soon as practicable after certification.

Mayor Williams asked if the resolution proposed by Add-on Agenda Item 14-2 was not moved for discussion at that Commission Meeting if it would come back before the Commission at the next Commission Meeting.

City Attorney Norris-Weeks stated that a Special Commission Meeting could be scheduled.

Commissioner Bass asked if there is a time frame, or if it depends on the Commission.

City Clerk Flores pointed out that she doesn't interpret the law but read into the record Section 2.6 of the City Charter which states, "the first meeting of each newly elected Commission and Mayor for induction into office shall be held as soon as practicable after the vote has been certified." The Clerk said that if the Commission tells her when to bring back the resolution proposed by Add-on Agenda Item 14-2, she will bring it before the Commission at that time, acknowledging that it was moved for discussion and that the motion died for lack of a second, but stating that it still needs to take place at some point.

Mayor Williams acknowledged that the motion to discuss Add-on Agenda Item 14-2 had died.

City Clerk Flores asked the Commission for direction on how they want to move forward.

Commissioner Davis suggested that the resolution proposed by Add-on Agenda Item 14-2 be brought back before the Commission during a Special Commission Meeting, based on the will of the Commission.

Mayor Williams asked City Clerk Flores to poll the City Commission for a Special Commission Meeting, so that they can bring the certification to a vote.

City Attorney Norris-Weeks stated that the Commission doesn't want to be in a position where the City is sued because someone says that they were not sworn in as soon as practicable. The City Attorney pointed out that it could be argued that the current meeting would be the soonest practicable time because of the date of certification and the Commission has a meeting and cautioned the Commission that they don't want to wait too long.

City Clerk Flores asked if the resolution proposed by Add-on Agenda Item 14-2 has to be approved by the City Commission before she can swear in the newly elected officials.

City Attorney Norris-Weeks referred to the City Charter which reads that the induction into office shall be held as soon as practical after the vote has been certified and stated that the vote would actually need to be certified.

City Clerk Flores asked City Attorney Norris-Weeks what the answer is.

City Attorney Norris-Weeks noted that the vote has been certified by the Supervisor of Elections and said that you could read it as stating that the induction to office could take place whether they vote or not.

Mayor Williams asked City Clerk Flores if it was originally scheduled for December 14th.

City Clerk Flores explained that Miami-Dade County Elections provided a tentative date of November 18th for providing the certification, but it did state on it that it was subject to change, and she received the certification earlier that day. The Clerk said that because there would more than likely be a cancellation of the second meeting in November due to the holidays, that having it on the agenda for this meeting would be as soon as practical for the Commission to approve.

Commissioner Bass stated that her reasoning was having heard the 14th, that the Commission doing it now gave her pause.

City Clerk Flores stated that she has no control of the dates provided by Miami-Dade County Elections and that since the City of Opa-locka is piggybacking off Miami-Dade

County Elections and they have their own canvassing board that certifies the results, they provide the dates, which she reiterated, are subject to change.

Mayor Williams pointed out that the resolution proposed by Add-on Agenda Item 14-2 did not move for discussion because of a lack of a second and said that the Commission would come to a Special Commission Meeting.

City Clerk Flores confirmed that she will poll the Commission for a date and based on what the City Attorney stated, she noted that she can swear in the newly elected officials.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING AND REPLACING CHAPTER 14, ARTICLE I, TO ESTABLISH A NUISANCE ABATEMENT PROGRAM; PROVIDING FOR THE CREATION OF A SPECIAL NUISANCE ABATEMENT TRUST FUND; PROVIDING FOR DEFINITIONS; PROVIDING FOR SUPPLEMENTAL MEANS FOR ENFORCEMENT; PROVIDING FOR POWERS AND DUTIES OF A NUISANCE INSPECTOR; PROVIDING FOR ENFORCEMENT PROCEDURE, COMPLIANCE REQUIREMENTS, PENALTIES, ATTORNEY'S FEES, REMEDIAL MEASURES AND IMPOSITION OF A SPECIAL ASSESSMENT AND LIENS TO RECOVER COSTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Williams*

The above ordinance was read by Assistant City Attorney Candice Cobb.

It was moved by Commissioner Davis, seconded by Commissioner Bass to discuss Agenda Item 16-A-1.

Mayor Williams opened the Public Hearing for Agenda Item 16-A-1.

There being no members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-A-1.

Mayor Williams introduced Agenda Item 16-A-1, recalling that it has been talked about a few times and stating that it's long overdue. The Mayor shouted out Mr. Alex Van Mecl, sharing that they had the conversation about open storage. She acknowledged that the ordinance proposed by Agenda Item 16-A-1 addressed nuisance abatement and asked the City Attorney to speak on it because she said that the Attorney spearheaded the legislation and that open storage does need to be included within the legislation. The Mayor added that they are still in the process of ensuring that when they talk about citizens cleaning up their yards, that they are ensuring that items in their yard are placed somewhere and not a nuisance so that the City is able to have beautification within the City.

City Attorney Norris-Weeks stated that the ordinance proposed by Agenda Item 16-A-1 gives more of a robust force to nuisance abatement, adding that Mayor Williams' primary concern about open storage is included. The City Attorney shared that they have been talking over a number of meetings with the Planning Department about different things that can be done in the City to be more comprehensive on how the City would address issues, including possibly putting the nuisance abatement process on the tax roll so that when people neglect to pay, there will be a trust fund set up dedicated to funding abatement of nuisances including many of the issues that Mayor Williams had raised in the past including dropping trash in bulk. She stated that the proposed ordinance does still need a little bit of work, explaining that they are still looking for a definition from management which she said she is hoping to get sometime soon. The City Attorney added that they are looking to solidify the amounts that would be charged through the Code Enforcement process and are hoping to have that by the second reading. She informed the Commission that they need to get it done before the end of the year as they talked about in the very last meeting, because it has to go to the Property Appraiser's Office.

Interim City Manager Williams stated that his Office is looking to move the ordinance proposed by Agenda Item 16-A-1 forward to address the concerns of open storage, acknowledging that it requires some further

tweaking as far as the definition. The Manager said that the Community Redevelopment Agency Manager has found some language in the City of Miami Gardens that they want to bring together to make it better, while working with the City Attorney's Office.

There being no additional discussion, the proposed ordinance passed its second reading by a 3-0 vote.

Commissioner Dominguez	Not Present
Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

There were none.

17. CITY MANAGER'S REPORT:

Manager Williams expressed appreciation for Ms. Celia Pruett and her shout outs. The Manager went on to share his appreciation for all the hard work that City Staff is continuing to do, recognizing that the City has exceeded over $1 million in collections on old water bills from major companies that haven't paid Opa-locka in years, with some of those bills dating back to 2015, recognizing it as something no other Administration has accomplished. He went on to say that the City is approaching the $10 million mark for grants which he acknowledged Opa-locka relies heavily on. Manager Williams informed the Commission that each Department Head has approached that aggressively and said that none has done so more than Director of Capital Improvements Adelina Gross, acknowledging her for taking the lead. He also said that the Police Department has been working very aggressively to pull down grants to help move the City forward, and the Manager acknowledged Chief Scott Israel in that effort. The Manager added that approaching the $10 million mark in less than 6 months is a major hurdle for the City of Opa-locka and he said that it is going to bring a lot of change that he expressed excitement about bringing forward for the City and its Residents.

City Attorney Norris-Weeks announced a private closed attorney-client session pursuant to Section 268.011 of Florida Statutes, to be held in the Commission Chambers at Sherbondy Village Auditorium, located at 215 Perviz Avenue, Opa-locka, Florida on December 14, 2022 at 6 pm, or it will be moved to an adjoining room within the building. The purpose of the meeting is to discuss pending litigation matters.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

City Clerk Flores asked if the Commission wanted to cancel the second meeting in November, which she said falls on November 23rd, which is the day right before Thanksgiving.

It was moved by Mayor Williams, seconded by Commissioner Bass, to cancel the Regular Commission Meeting on November 23rd.

There being no discussion, the motion was approved by a 4-0 vote.

Vice Mayor Taylor	Not Present
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Mayor Williams	Yes

Mayor Williams thanked everyone in the great City of Opa-locka, recognizing that this would be her last night chairing the City Commission. The Mayor said that it has been an absolute thrill being Mayor and added that she has thoroughly enjoyed her year on the Dais as Mayor. She went on to say that the accomplishments made within the year have been astronomical. Mayor Williams shared that the Police Benevolent Association Contract was signed earlier that day after not having been signed since 2014, characterizing it as absolutely huge. She pointed out that everyone can see the development, including the fencing around the park, many legislative items that have passed, and she expressed excitement. Mayor Williams thanked City Residents and Staff for always being generous to her as Mayor, to allow her to vent and always being there for her. She shared her excitement to continue her tenure on the Commission for the remainder of 2 years and perhaps after that after becoming Vice Mayor one year and Mayor the next. Mayor Williams concluded by offering her congratulations to all those that will be joining.

Commissioner Bass stated that it has been a pleasure working with Mayor Williams and said that she is looking forward to working with her for the 2 years that she has on the Commission, adding that she hopes it is more. The Commissioner went on to invite everyone to help celebrate the late Commissioner Alvin Burke at the street naming in his honor on November 29th at 10:00 am at the northwestern intersection of Sultan Avenue and Curtiss Drive.

Mayor Williams acknowledged Commissioner Dominguez for her year serving on the City Commission. The Mayor also acknowledged Commissioner Davis, who she said she calls the Senior Member who had been on the Commission the longest, adding that they have learned so much, specifically fiscal responsibility. She went on to say that she looks forward to seeing him again in the future.

Commissioner Davis stated that it has been a great opportunity to serve in the great City of Opa-locka. The Commissioner recalled that he started here when he was 23 years old and is now 35, stating that he has the opportunity to grow up in the City both literally and figuratively. He shared that he was raised in the Bunche Park community and later moved to Opa-locka off Rutland Street after graduating college. The Commissioner reminisced that his first job was as a community organizer for the Opa-locka Community Development Corporation, where he got to know the ins and outs of the community and was able to engage in some meaningful projects that really touched a lot of people and were able to make an impact in the community. He shared his excitement and said he was happy to serve in the capacity of Commissioner for the past 4 years, adding that he can't stay away from Opa-locka and looks forward to engaging the current Commission, City Staff and Residents to continue to move the City forward. Commissioner Davis concluded by offering his thanks for the opportunity to serve.

Commissioner Dominguez thanked everyone and stated that she is proud to say that she was the first Hispanic woman to be appointed to the City Commission in the great City of Opa-locka. The Commissioner said that she learned so much and has engaged so much with the Residents, Business Owners and City Staff. She offered assurances that this is not the last of her, adding that she is going to be engaged and help the newcomers when they need her. Commissioner Dominguez concluded by offering her thanks to all.

Mayor Williams stated that they don't take it lightly, recognizing that they are all public servants, and all are welcome. The Mayor pointed out that you don't need to sit on the Dais to serve the community, and she encouraged anyone to get involved.

Commissioner Bass apologized to Commissioner Davis and Dominguez for not acknowledging them. The Commissioner recognized that they had their ups and downs but said that is life and assured them that she appreciates them for serving because it's not easy. She stated that it is a very hard job to do, most especially when you are transparent, fair and honest, adding that it is a hard place to sit. Commissioner Bass concluded by thanking them all for serving and shared that she has requested a proclamation for both of them from the Clerk's Office.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

It was moved by Commissioner Bass, seconded by Commissioner Davis to adjourn the meeting.

There being no further business to come before the City Commission, the meeting was adjourned at 8:15 p.m.

Veronica J. Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

Sponsored by: Mayor Taylor

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REVISE THE CITY SEAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to adopt a new City seal; and

WHEREAS, the City seal (sometimes called logo) refers the official city emblem or insignia typically used to stamp or emboss official city documents and place on the walls of City buildings; and

WHEREAS, the Interim City Manager shall present three recommendations to the City Commission for consideration and all recommendations shall reflect the cloud being removed from behind from the current City seal; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to direct the Interim City Manager to take the necessary steps to revise the City's seal to enhance the City's image and brand.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to take the necessary steps to revise the City's seal in an effort to enhance the City's image and brand.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:			**Department Director Signature:**				
City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*01.11.2023*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
			X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X						
Sponsor Name	Mayor Taylor		**Department:**	City Commission			

Short Title:

A resolution directing the Interim City Manager to take the necessary steps to revise the City's logo to enhance the City's image and brand.

Staff Summary:

Financial Impact: It is estimated that the design for a new seal will not exceed $7,000. When the cost is established, it will be charged to Non-Department – Other Professional Services.

Proposed Action:

Staff will present three recommendations to the City Commission. All recommendations will reflect the cloud removed behind the city in the current logo.

Attachment:

Sponsored By: Commissioner Kelley

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A SEARCH COMMITTEE CONSISTENT WITH CITY OF OPA-LOCKA CODE OF ORDINANCES SECTION 2-8.4; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 5, 2022, the City Commission appointed Darvin Williams as Interim City Manager for a term not to exceed nine (9) months starting on April 5, 2022 and ending approximately January 5, 2023; and

WHEREAS, the City of Opa-Locka City Commission desires to conduct a search for a permanent City Manager; and

WHEREAS, Section 2-8.4 of the City of Opa-Locka's Code of Ordinance (applicable code) requires a five member search committee for the purpose of soliciting, screening and recommending candidates for the position of city manager and all other appointed city officials; and

WHEREAS, the applicable city code also provides that the City Commission may serve as the City's search committee and City Commission desires to appoint itself as the search committee with the sole authority to select a permanent City Manager for the City of Opa-Locka; and

WHEREAS, within seven (7) days, the City Commission hereby authorizes the City Clerk to engage with the Florida League of Cities, the Florida City and County Management Association or other similar group to obtain a viable solicitation document that can be utilized for the search of a permanent city manager; and

WHEREAS, the solicitation document shall be presented to the City Commission at or before its January 25, 2023 Regular Commission meeting for Commission approval; and

WHEREAS, thereafter, City Commission will make all efforts to review applications, conduct interviews and select a permanent City Manager.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby establishes a search committee consistent with City of Opa-Locka Code of Ordinances Section 2-8.4 and further authorizes the City Clerk to engage with the Florida League of Cities, the Florida City and County Management Association or other similar group to obtain a viable solicitation document that can be utilized for the search of a permanent city manager and presented no later than January 25, 2023 regular City Commission meeting.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

Sponsored By: Interim City Manager

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") for Executive Recruitment Services for City Manager; and

WHEREAS, the City is seeking proposals from a qualified executive search firms to serve as a consultant and to assist the City with hiring for the key position of City Manager; and

WHEREAS, it is the intent of the City Commission to negotiate an agreement with one (1) qualified and experienced firm, knowledgeable in issues related to the administration of municipalities. The responses received will be evaluated and the City will then enter into negotiations with the selected proposer with the objective of entering into contract for services at a mutually agreeable cost; and

WHEREAS, the firm selected will be generally responsible for identifying a short list of a maximum of 12 qualified prospective candidates to the City Commission; and

WHEREAS, the City Commission shall select candidates from its short list for final interviews and selection; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP for Executive Recruitment Services for the position of City Manager and further authorizes the spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed appropriate.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for Executive Recruitment Services for the position of City Manager and further authorizes the spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed appropriate.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*01.11.2023*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	Est. $3,000		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							x
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution authorizing the Interim City Manager to issue an RFP for Executive Recruitment Services for City Manager.

Staff Summary:

The City of Opa-locka is requesting proposals from qualified executive search firms to serve as a consultant and to assist the city with hiring for the key position of City Manager. It is the intent of the City to negotiate an agreement with one (1) qualified and experienced firm, knowledgeable in issues related to the administration of municipalities. The responses received will be evaluated and the City will then enter negotiations with the selected proposer with the objective of entering into contract for services at a mutually agreeable cost.

The Executive Search Firm will identify a short list of a maximum of 12 qualified prospective candidates to the City Commission.

City Commission shall select candidates from its short list for final interviews and selection.

Executive Search Firm shall negotiate executive contract for City Manager with candidate chosen by the City Commission.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be $3,000.

Proposed Action:

Staff recommends the approval of this request to issue the RFP to seek quotes for qualified firms.

Attachment:

Draft RFP

City of Opa-locka

RFP NO: 23-xxxxxxx

REQUEST FOR PROPOSAL (RFP)

EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER

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EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER

Sealed Proposals for Executive Recruitment Services for City Manager will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, January xx, 2023 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Executive Recruitment Services for City Manager.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 23-xxxxxxx** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, January xx, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 23-XXXXXXX

EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified executive search firms to serve as a consultant and to assist the City with hiring for the key position of City Manager. It is the intent of the City to negotiate an agreement with one (1) qualified and experienced firm, knowledgeable in issues related to the administration of municipalities.

The responses received will be evaluated and the City will then enter negotiations with the selected proposer with the objective of entering into contract for services at a mutually agreeable cost.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, January xx, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-xxxxxxx – EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of

the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal

working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

2-1 MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The selected firm will provide the following recruitment services:

- ***Searching and headhunting***
  The proposer shall explore prospective candidates from its full database, other sources, and/or by headhunting to match the skills and qualifications required by the specific job description. To achieve this, the proposer may be required to undertake labor market analysis, tap networks of professional affiliations, and leverage social media and other non-traditional methods of candidate sourcing.

- ***Identifying***
  The proposer will analyze profiles identified or received through applications or other sources and identify the ones who match the position profile.

- ***Shortlisting***
  The proposer shall develop a shortlist of a maximum of twelve (12) of the most qualified prospective candidates to the City for final interviews and selection.

- ***Assessing***
  The proposer will invite potential candidates to be assessed. The proposer will conduct both oral and written assessments aimed at testing everyone's potential. The proposer will coordinate and setup interview appointments with the City.

- ***Reference Checking***
  The proposer shall perform reference checks of two to three referees provided by the prospect candidates. Reference checks may be performed for one to three of the top interviewed candidates per position.

- ***Contract Negotiation***
  The proposer shall negotiate executive contract for City Manager with candidate chosen by the City Commission.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in providing public relations and marketing services; established reputation in the public relations and marketing community, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing public relations and marketing services to governmental agencies as well as private firms (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Project Manager shall have a minimum of five (5) year experience in public relations and marketing services.

2-3 TERM OF CONTRACT

The term of the contract should not exceed 120 days.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	40
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	20

TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 23-XXXXXXX
PROPOSER QUALIFICATIONS
EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**
   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any quals and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 23-XXXXXXX

PRICE PROPOSAL FORM

EXECUTIVE RECRUITMENT SERVICES FOR CITY MANAGER

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company	Telephone Number
Name of Person Authorized to Submit Bid	Fax Number
Signature	Email Address
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this

provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
RFP NO. 23-xxxxxxx

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets

the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____

Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____

Witness Signature

_____ _____

Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF MY LAWN SERVICE, INC. FOR MAINTENANCE OF CITYWIDE ALLEYS, MAINTENANCE OF NW 27TH AVENUE AND NW 22ND AVENUE MEDIANS, MAINTENANCE OF TWO PARKING LOTS (700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET), THE STATE ROAD 9 ROADWAY, AND CITYWIDE TREE TRIMMING SERVICES (AS NEEDED), PURSUANT TO RFP NO. 22-1101200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MY LAWN SERVICE, INC. FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, the City of Opa-Locka ("City") published Request for Proposals (RFP) 22-1101200 for maintenance of City Alleys, Medians, Parking Lots, Park Facilities, and Roadway Easements; and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on November 1, 2022; and

WHEREAS, My Lawn Service, Inc. has provided lawn maintenance services since 1993 and the company specializes in large, high profile commercial and residential properties and is equipped to handle large tasks; and

WHEREAS, Staff contacted some of the references provided by My Lawn Care, Inc. and received a favorable response regarding the services provided; and

WHEREAS, My Lawn Service, Inc. has proposed a bid price of Two Hundred Two Thousand Two Hundred Dollars ($202,200.00) for landscaping services and, when requested, tree trimming services at a cost of Seventy-Five Dollars ($75.00) per small tree, One Hundred Fifty Dollars ($150.00) per medium tree and Two Hundred Dollars ($200.00) per large tree; and

WHEREAS, the Interim City Manager recommends the City Commission approve the recommendation for My Lawn Service, Inc. and enter into an agreement with said company; and

WHEREAS, the City Commission accepts the proposal of My Lawn Service, Inc., for Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and NW 22nd Avenue Medians, Maintenance of Two Parking Lots (700-750 Ali-Baba Avenue and 664 Fisherman Street), State Road 9 Roadway, and Citywide Tree Trimming Services (As Needed), within the City, pursuant to RFP No. 22-1101200 and further authorizes the

Interim City Manager to enter into an agreement with My Lawn Service, Inc. for said services as set forth in the Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby accepts the proposal of My Lawn Service, Inc., for Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and NW 22nd Avenue Medians, Maintenance of Two Parking Lots (700-750 Ali-Baba Avenue and 664 Fisherman Street), State Road 9 Roadway, and Citywide Tree Trimming Services (As Needed), within the City, pursuant to RFP No. 22-1101200 and further authorizes the Interim City Manager to enter into an agreement with My Lawn Service, Inc. for said services, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:				**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*01.11.2023*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	**X**
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution authorizing the Interim City Manager to accept the proposal of My Lawn Service, Inc. for Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and NW 22nd Avenue Medians, Maintenance of two Parking Lots (700-750 Ali-Baba Avenue and 664 Fisherman Street), State Road 9 Roadway, and Citywide Tree Trimming Services (as needed) pursuant to RFP No. 22-1101200 and further authorizing the Interim City Manager to enter into an agreement with My Lawn Service, Inc. for said services.

Staff Summary:

Request for Proposals (RFP) 22-1101200 was published on October 5, 2022 for Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and NW 22nd Avenue Medians, Maintenance of two Parking Lots (700-750 Ali-Baba Avenue and 664 Fisherman Street), State Road 9 Roadway (median and swale areas), and Citywide Tree Trimming Services (as needed).

One (1) company submitted a proposal document which was certified by the City Clerk on November 1, 2022.

My Lawn Service, Inc. has provided lawn maintenance services since 1993. The company specializes in large, high profile commercial and residential properties and is equipped to handle large tasks.

Staff contacted some of the references provided and received a favorable response regarding the service provided by My Lawn Service, Inc.

Financial Impact:
My Lawn Service, Inc. has proposed a bid price of $202,200 for landscaping services and, when requested, tree trimming services at a cost of $75.00 per small tree, $150.00 per medium tree and $200.00 per large tree. The FY 23 Adopted Budget includes $353,000 for landscaping services and $25,000 for tree maintenance.

Proposed Action:

Staff recommends the City Commission approve the recommendation for My Lawn Service, Inc. and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 22-1101200
Bid Certification
Bid Proposal

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-1101200
MAINTENANCE OF CITYWIDE ALLEYS
MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIANS
MAINTENANCE OF 2 PARKING LOTS 700 – 750 ALI-BABA AVENUE AND 664 FISHERMAN STREET
CITYWIDE TREE TRIMMING SERVICES (as needed basis) when the city requests assistance
STATE ROAD 9 ROADWAY

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:55 p.m. this 1st day of November, 2022.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	**LUMP SUM PRICE**
1. My Lawn Service, Inc. **17820 SW 174 Street** **Miami, FL 33187** **Contact: Marina Ojeda, President** **Office: 786-339-7728** **Cell: 786-282-2665** **Email: marinajniz53@live.com**	**Maintenance** **$202,200.00 per year** **Tree Trimming** *as needed basis* **$7,000.00 (small $75.00, Medium $150.00, Large $200.00 per service)**

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

AGREEMENT FOR MAINTENANCE OF CITYWIDE ALLEYS
MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIANS
MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET,
TREE TRIMMING SERVICES *(As needed basis) when the city requests assistance*
STATE ROAD 9 ROADWAY

THIS IS AN AGREEMENT, dated the_____day of _____, 2023, between:THE CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY"

and

MY LAWN SERVICE, INC.
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, andpayments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the city requests assistance*, and State Road 9 Roadway.

1.2 CITY finds it necessary to seek a professional, full-service company to provide lawn maintenance services.

1.3 CITY issued RFP 22-1101200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of January 11, 2023, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Lawn Maintenance company.

1.4 Contractor's firm will be responsible for the demolishing the Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the city requests assistance*, and State Road 9 Roadway. CONTRACTOR's project team agrees to demonstrate the necessary experience, skills, and understanding for services rendered pursuant to RFP No. 22-1101200.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-1101200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-1101200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-1101200. The payment for services pursuant to this Agreement shall not exceed Two Hundred Two Thousand Two Hundred Dollars and Zero Cents ($202,200.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement shall commence upon execution of this Agreement and is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission.

10.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-1101200, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable.

Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

12.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Marina Ojeda, President 17820 SW 174TH Street Miami, FL 33187

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

12.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

12.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____
Joanna Flores
City Clerk

BY: _____
Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____

BY:_____
Marina Ojeda
President

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 22-1101200 ("RFP"),

City of Opa-locka

RFP NO: 22-1101200

REQUEST FOR PROPOSAL (RFP)

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIANS

MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET,

CITYWIDE TREE TRIMMING SERVICES ***(As needed basis) when the City requests assistance***

STATE ROAD 9 ROADWAY

CITY OF OPA-LOCKA
RFP NO. 22-1101200

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIANS

MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET,

TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

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CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1101200

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIAN

MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET

TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

Sealed Proposals for Lawn Maintenance will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, November 1, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 22-1101200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, October 18, 2022 at 1:00 p.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room, Opa-locka, FL 33054 AND via zoom.

https://us02web.zoom.us/j/83448634958?pwd=RWd3ak8yMGRXWEw4azczV0p3VWF0UT09
Meeting ID: 834 4863 4958
Passcode: 691777
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Find your local number: https://us02web.zoom.us/u/kbhc5Dg6Dv

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

RFP NO. 22-1101200

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIAN

MAINTENANCE OF 2 parking lots 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET

TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Lawn Maintenance services throughout the City.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, November 1, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-1130200 – Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted

above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from

assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida

Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE

The City of Opa-locka seeks proposals from qualified professionals with expertise to provide maintenance of City Alleys, Medians, Parking Lots, Park Facilities, and Roadway Easements.

Contractor will cut two (02) times per month during rainy season and once (1) per month during dry season. The successful bidder shall furnish all labor, materials, machinery, equipment and ancillary services to fulfill the requirement of these specifications for the maintenance program.

City Alley Project Location:

- List of Alleys are included as Exhibit "A"

City Median Project Location:

- NW 22nd Avenue Median – NW 22nd Avenue from 151st Street to NW 135th Street
- NW 27th Avenue Median – NW 27th Avenue from 151st Street to NW 127th Street
- Sharazad Boulevard Median – Sharazad Boulevard from NW 27th Avenue to Ali-Baba Avenue (Veteran's Way)
- President Barack Obama Avenue (Perviz Avenue) – President Barack Obama Avenue from NW 151st Street to Sharazad Boulevard
- Drainage Pond – NW 27th Avenue SR-9 and Burlington Street (Cut/maintain trees and grass)

2 parking lots Project Location:

- 700-750 Ali-Baba Avenue
- 664 Fisherman Street

Tree Trimming Location *(As needed basis) when the City requests assistance*:

- Citywide as directed by Public Works, to maintain proper line of sight as per Miami-Dade County Tree Ordinance.

State Road 9 Roadway:

- From NW 17th Avenue West to the Detention Pond

All work shall be performed in accordance with the Occupational Safety & health Act (O.S.H.A.) and its amendments, and all Department of Transportation (D.O.T.) safety standards, including but not limited to safety glasses, safety vest, hearing protection, traffic notification, placement of traffic cones, and all pertinent landscape standards. The awarded Bidder will be require to have an Maintenance of Traffic (M.O.T.) certified person onsite at any time workers are physically parked, standing or working in the roadways with City limits.

Qualified proposer must demonstrate competence and experience in all areas of expertise required by the scope of services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- A detailed description of the firm including address, telephone number License Classification with number and date of expiration, applicable License status, and banking and credit references.
- Briefly describe the educational background and professional experience in a resume format of the firm owners, supervisors and key employees.
- List similar contracts for landscape maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- This contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit a satisfactory evidence of experience in like work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner.

- Company shall have been in continuous service and incorporated in the State of Florida for a minimum of three (3) years.
- Company must have a proven history in the care and maintenance of grass types and public facilities.
- Company must be fully licensed with all required State and/or Local government licenses, and permits (irrigation, pest control, horticultural services, etc.)
- Company must have an I.S.A. Certified **Arborist** or Miami-Dade County's Tree Trimmer License Class A on staff or on call for the work involving plant propagation and cultivation with the aim of improving plant growth, yields, quality, nutritional value, and resistance to insects, diseases, and environmental stresses.
- Company must have a staff member with a Maintenance of Traffic Certification.
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

2-4 PERSONNEL MANAGEMENT REQUIREMENTS:

- Managers must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated City of Opa-locka staff.
- Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

- Managers shall have internet access to provide correspondence via E-mail to City designated staff.

2-5 TECHNICAL SERVICES:

- To provide an adequate number of personnel specifically trained, experienced and licensed in the following areas: grass maintenance, irrigation maintenance, tree maintenance.

- Provide a Certified Chemical Applicator license through the State of Florida, Department of Health and Rehabilitative Service or have personnel on call.

- Provide and I.S.A. Certified Arborist or Miami-Dade County's Tree Trimmer License Class A with a minimum of three (3) years' experience with South Florida trees.

2-6 SCOPE OF WORK

The vendor shall adhere to the Ansi Z-133 standards. The Specific requirements are as follows:

a) GRASS MOWING

Mowing wet grass shall be avoided whenever possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface after 24 hours shall be removed. Clippings, mulch or other plant debris must be prevented from entering into the street or onto a pedestrian pathway, ponds, lakes, water features, or drains. In the event that this occurs, the materials shall be removed immediately.

b) LITTER CONTROL

The vendor shall retrieve and dispose of all litter and debris as necessary. This shall include clearing all areas prior to mowing. This includes glass, rocks, dead foliage, metal, branches, palm fronds or other debris subject to becoming a projectile if engaged by a mower. Contractor will be responsible for hauling and disposal of collected debris.

c) ST. AUGUSTINE GRASS

Mow only with a rotary mower a minimum of once per week during the growing season of mid April through the end of October for a total of 43 cuts per year or as scheduled by the City's/Divisions representative. The cutting height shall be a minimum of 3" to a maximum of 4" above the soil.

d) BAHIA GRASS

Mow only with a rotary mower of a minimum of once per week during the growing season of mid April through the end of October for a total of 36 cuts per year or as scheduled by the City's/Divisions representative. The cutting height shall be a minimum of 3" to a maximum of 4" above the soil.

e) EDGING AND CLEAN-UP

The vendor shall trim and properly edge all shrub and flower beds as well as tree rings, curbs, walks, lighting, concrete or paver medians and all other obstacles in the landscape and remove and dispose of clippings. Paved areas (hard edges) shall be edged every mowing with respect to the grass type adjacent to the edging. Remove all errant vegetation in expansion joints, cracks or crevices in any portion of concrete areas. Edging of beds and tree rings (soft edging} shall be executed every mowing with respect to the grass type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the vendor's expense. All walks and other paved areas shall be

vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, and all litter each time the soft edging is done. Mowing schedules shall be approved by the City's/Divisions representative.

f) SHRUBS, TREES AND PALM MAINTENANCE

Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may not be utilized when the health or appearance of the plant will be compromised by the use mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. All shrubs within a clear sight zone shall be kept at a 30" minimum height from the roadway.

Prune, thin, and trim all trees at least once per year to keep the trees healthy, to maintain the natural character of the variety, to control shape and to prevent crowing. Pruning in general shall consist of the removal of dead, broken, fungus, infected, superfluous and intertwining branches, vines, and the removal of decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks only between 9 and 3 under the direction of the City's representative. Certain Washingtonian palms will be an exception to the pruning practices of normal palm maintenance when existing dead fronds are maintained. Tree pruning will also be required from time to time to remove damaged branches caused by storms or when blocking sight distances following the ANSI 300 ad ANSI Z-133 Standards and Miami-Dade County tree ordinances.

All cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant.

g) PRUNING SHALL INCLUDE THE FOLLOWING ITEMS:

- Dead, dying or unsightly part of the tree.
- Removal of sucker growth from the base of trees in which an exposed trunk character is desired.
- Branches that grow toward the center of the tree.
- Crossed branches that may rub together.
- "V" crotches if it does not ruin the appearance of the tree.
- Multiple leader if the tree normally has a single stem.
- Nuisance growth that interferes with the view, traffic, signage, walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- Shape the top of small trees as needed. All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the vendor's expense.
- Pruning of trees and palms shall only take place under the direction of the City's representative.

h) PEST AND DISEASE MANAGEMENT

The vendor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying the affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. The vendor shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

i) APPLICATION OF HERBICIDES

The vendor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the City's/Divisions representative as to type, location and method of application. The vendor shall exercise extreme care not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the vendor's expense.

j). IRRIGATION

The vendor shall be responsible for the operation and maintenance of the automatic irrigation system, and for setting and adjusting the time clocks to ensure proper watering of all plant material and grass in the landscape.

The vendor shall be responsible for the labor and supervision needed to make minor irrigation repairs to the lateral lines, risers and sprinkler heads up to two (2) inches in diameter as required to keep the system operating. Major repairs to main lines, valves, pumps and intake piping shall be reimbursed by the City/Division. Reimbursable repair work shall require authorization by the City's/Division representative prior to commencement.

Prior to the commencement of the maintenance program, the vendor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City/Division. The vendor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

Time clocks shall be checked once a week or as may be required. The vendor shall, at least once per month, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the vendor's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the City's/Division representative.

The irrigation shall be capable of providing 1 " of water to all grass and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The vendor shall be required to make all repairs within a minimum 24-hour period or sooner as described by the City's/Division representative. Any form of damage to the irrigation system must be reported to the City's representative immediately upon discovery.

Irrigate as necessary during periods of little or no rainfall unless there is an automatic irrigation system in place. Supply any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimal health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the vendor.

A written irrigation schedule shall be provided by the vendor to the Citys'/Division representative. The vendor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering.

k) HAZARDS

The vendor shall inform the City's/Division representative of any immediate safety hazards or vandalism (including graffiti) upon discovery in the field. The vendor shall fill any holes found which would constitute a safety hazard.

l) GENERAL REQUIREMENTS:

- Grass Maintenance
- Describe proposed mowing schedule and procedures
- Describe proposed preventative pest management program. Tree and Palm Maintenance Program
- Describe proposed pruning schedule and procedures
- Describe proposed preventative management program
- Shrub and Ground Cover Maintenance Program
- Provide type(s) of fertilizer and rates proposed for general use, and other specific additives
- Irrigation Maintenance Program
- Describe preventative maintenance program
- Equipment Specifications
- List all tools, equipment (including manufacturer), age of equipment and quantities of each type that will be proposed to perform the maintenance
- Describe the preventative maintenance program for equipment

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.6 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-6 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided Lawn Maintenance services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing Lawn Maintenance services 2. Qualifications and experience of assigned staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources (financial, equipment, facilities) 2. Capability to undertake the required performance period 3. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services 2. Value of added services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1101200
PROPOSER QUALIFICATIONS

Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida: _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1101200
PRICE PROPOSAL FORM

Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE Maintenance of Citywide Alleys, NW 27th Avenue and 27th Avenue Median,

Parking Lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, and State Road 9

Roadway: $_____

LUMP SUM PRICE TREE TRIMMING *(As needed basis) when the City requests assistance*:

$_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
RFP NO. 22-1101200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

State of Florida County of _____
The foregoing instrument was acknowledged before me via ☐ physical presence
OR ☐online notarization
this _____ day of _____, 2022.
By _____
Personally known _____ OR produced identification _____

_____
Notary Name Here, Notary Public
My Commission Expires _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



Exhibit "B"

My Lawn Service

Complete Maintenance The Right Way
17820 S.W. 174 St.
Miami, FL 33187

Marina Ojeda

Dear: City of Opa Locka:

My Lawn Service has been providing quality Landscape Maintenance Services to properties such as yours since 1993. We specialize in large, high profile commercial/residential accounts and are well equipped to handle any size property.

We are proud of the work we do and you will find that our customers will undoubtedly attest to the quality of our work, as well as to our seriousness and dependability. Also this is a minority owned company something we are also very proud of achieving.

We can help you in achieving all your needs in reference to keeping the appearance of your Communities at its maximum. We will work hard to have allareas designated in your work list to always be looking excellent.

The work we do includes Landscaping, Grounds Maintenance, Sodding, Tree Trimming, Sprinkler Repairs and installation, Pesticide Treatments and Fertilization.

We strongly believe that we can keep your Communities looking excellent and give you the service you need. We thank you in advance for the opportunity to Bid for all your Landscaping Maintenance and look forward to working with you in the near future.

If you have any questions, please don't hesitate to contact me personally, my cell phone is (786) 282-2665

Sincerely

Marina Ojeda, President
My Lawn Service, Inc.

RFP NO 22 1101200

City of Opa-locka

RFP NO: 22-1101200

REQUEST FOR PROPOSAL (RFP)

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIANS

MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET,

CITYWIDE TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

CITY OF OPA-LOCKA
RFP NO. 22-1101200

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIANS

MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET,

TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1101200

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIAN

MAINTENANCE OF 2 PARKING LOTS 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET

TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

Sealed Proposals for Lawn Maintenance will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, November 1, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 22-1101200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, October 18, 2022 at 1:00 p.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room, Opa-locka, FL 33054 AND via zoom.
https://us02web.zoom.us/j/83448634958?pwd=RWd3ak8yMGRXWEw4azczV0p3VWF0UT09
Meeting ID: 834 4863 4958
Passcode: 691777
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Find your local number: https://us02web.zoom.us/u/kbhc5Dg6Dv

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

RFP NO. 22-1101200

MAINTENANCE OF CITYWIDE ALLEYS

MAINTENANCE OF NW 27TH AVENUE AND 22ND AVENUE MEDIAN

MAINTENANCE OF 2 parking lots 700-750 ALI-BABA AVENUE AND 664 FISHERMAN STREET

TREE TRIMMING SERVICES *(As needed basis) when the City requests assistance*

STATE ROAD 9 ROADWAY

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Lawn Maintenance services throughout the City.

1-2. **Proposal Submission and Withdrawal:** The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, November 1, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-1130200 – Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. **Number of Copies:** Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted

above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from

assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida

Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE

The City of Opa-locka seeks proposals from qualified professionals with expertise to provide maintenance of City Alleys, Medians, Parking Lots, Park Facilities, and Roadway Easements.

Contractor will cut two (02) times per month during rainy season and once (1) per month during dry season. The successful bidder shall furnish all labor, materials, machinery, equipment and ancillary services to fulfill the requirement of these specifications for the maintenance program.

City Alley Project Location:

- List of Alleys are included as Exhibit "A"

City Median Project Location:

- NW 22nd Avenue Median – NW 22nd Avenue from 151st Street to NW 135th Street
- NW 27th Avenue Median – NW 27th Avenue from 151st Street to NW 127th Street
- Sharazad Boulevard Median – Sharazad Boulevard from NW 27th Avenue to Ali-Baba Avenue (Veteran's Way)
- President Barack Obama Avenue (Perviz Avenue) – President Barack Obama Avenue from NW 151st Street to Sharazad Boulevard
- Drainage Pond – NW 27th Avenue SR-9 and Burlington Street (Cut/maintain trees and grass)

2 parking lots Project Location:

- 700-750 Ali-Baba Avenue
- 664 Fisherman Street

Tree Trimming Location ***(As needed basis) when the City requests assistance*****:**

- Citywide as directed by Public Works, to maintain proper line of sight as per Miami-Dade County Tree Ordinance.

State Road 9 Roadway:

- From NW 17th Avenue West to the Detention Pond

All work shall be performed in accordance with the Occupational Safety & health Act (O.S.H.A.) and its amendments, and all Department of Transportation (D.O.T.) safety standards, including but not limited to safety glasses, safety vest, hearing protection, traffic notification, placement of traffic cones, and all pertinent landscape standards. The awarded Bidder will be require to have an Maintenance of Traffic (M.O.T.) certified person onsite at any time workers are physically parked, standing or working in the roadways with City limits.

Qualified proposer must demonstrate competence and experience in all areas of expertise required by the scope of services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- A detailed description of the firm including address, telephone number License Classification with number and date of expiration, applicable License status, and banking and credit references.
- Briefly describe the educational background and professional experience in a resume format of the firm owners, supervisors and key employees.
- List similar contracts for landscape maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- This contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit a satisfactory evidence of experience in like work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner.
- Company shall have been in continuous service and incorporated in the State of Florida for a minimum of three (3) years.
- Company must have a proven history in the care and maintenance of grass types and public facilities.
- Company must be fully licensed with all required State and/or Local government licenses, and permits (irrigation, pest control, horticultural services, etc.)
- Company must have an I.S.A. Certified **Arborist** or Miami-Dade County's Tree Trimmer License Class A on staff or on call for the work involving plant propagation and cultivation with the aim of improving plant growth, yields, quality, nutritional value, and resistance to insects, diseases, and environmental stresses.
- Company must have a staff member with a Maintenance of Traffic Certification.
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

2-4 PERSONNEL MANAGEMENT REQUIREMENTS:

- Managers must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated City of Opa-locka staff.

- Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

- Managers shall have internet access to provide correspondence via E-mail to City designated staff.

2-5 TECHNICAL SERVICES:

- To provide an adequate number of personnel specifically trained, experienced and licensed in the following areas: grass maintenance, irrigation maintenance, tree maintenance.

- Provide a Certified Chemical Applicator license through the State of Florida, Department of Health and Rehabilitative Service or have personnel on call.

- Provide and I.S.A. Certified Arborist or Miami-Dade County's Tree Trimmer License Class A with a minimum of three (3) years' experience with South Florida trees.

2-6 SCOPE OF WORK

The vendor shall adhere to the Ansi Z-133 standards. The Specific requirements are as follows:

a) GRASS MOWING

Mowing wet grass shall be avoided whenever possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface after 24 hours shall be removed. Clippings, mulch or other plant debris must be prevented from entering into the street or onto a pedestrian pathway, ponds, lakes, water features, or drains. In the event that this occurs, the materials shall be removed immediately.

b) LITTER CONTROL

The vendor shall retrieve and dispose of all litter and debris as necessary. This shall include clearing all areas prior to mowing. This includes glass, rocks, dead foliage, metal, branches, palm fronds or other debris subject to becoming a projectile if engaged by a mower. Contractor will be responsible for hauling and disposal of collected debris.

c) ST. AUGUSTINE GRASS

Mow only with a rotary mower a minimum of once per week during the growing season of mid April through the end of October for a total of 43 cuts per year or as scheduled by the City's/Divisions representative. The cutting height shall be a minimum of 3" to a maximum of 4" above the soil.

d) BAHIA GRASS

Mow only with a rotary mower of a minimum of once per week during the growing season of mid April through the end of October for a total of 36 cuts per year or as scheduled by the City's/Divisions representative. The cutting height shall be a minimum of 3" to a maximum of 4" above the soil.

e) EDGING AND CLEAN-UP

The vendor shall trim and properly edge all shrub and flower beds as well as tree rings, curbs, walks, lighting, concrete or paver medians and all other obstacles in the landscape and remove and dispose of clippings. Paved areas (hard edges) shall be edged every mowing with respect to the grass type adjacent to the edging. Remove all errant vegetation in expansion joints, cracks or crevices in any portion of concrete areas. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the grass type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the vendor's expense. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, and all litter each time the soft edging is done. Mowing schedules shall be approved by the City's/Divisions representative.

f) SHRUBS, TREES AND PALM MAINTENANCE

Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may not be utilized when the health or appearance of the plant will be compromised by the use mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. All shrubs within a clear sight zone shall be kept at a 30" minimum height from the roadway.

Prune, thin, and trim all trees at least once per year to keep the trees healthy, to maintain the natural character of the variety, to control shape and to prevent crowing. Pruning in general shall consist of the removal of dead, broken, fungus, infected, superfluous and intertwining branches, vines, and the removal of decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks only between 9 and 3 under the direction of the City's representative. Certain Washingtonian palms will be an exception to the pruning practices of normal palm maintenance when existing dead fronds are maintained. Tree pruning will also be required from time to time to remove damaged branches caused by storms or when blocking sight distances following the ANSI 300 ad ANSI Z-133 Standards and Miami-Dade County tree ordinances.

All cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant.

g) PRUNING SHALL INCLUDE THE FOLLOWING ITEMS:

- Dead, dying or unsightly part of the tree.
- Removal of sucker growth from the base of trees in which an exposed trunk character is desired.
- Branches that grow toward the center of the tree.
- Crossed branches that may rub together.
- "V" crotches if it does not ruin the appearance of the tree.
- Multiple leader if the tree normally has a single stem.
- Nuisance growth that interferes with the view, traffic, signage, walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- Shape the top of small trees as needed. All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the vendor's expense.
- Pruning of trees and palms shall only take place under the direction of the City's representative.

h) PEST AND DISEASE MANAGEMENT

The vendor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying the affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. The vendor shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

i) APPLICATION OF HERBICIDES

The vendor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the City's/Divisions representative as to type, location and method of application. The vendor shall exercise extreme care not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the vendor's expense.

j). IRRIGATION

The vendor shall be responsible for the operation and maintenance of the automatic irrigation system, and for setting and adjusting the time clocks to ensure proper watering of all plant material and grass in the landscape.

The vendor shall be responsible for the labor and supervision needed to make minor irrigation repairs to the lateral lines, risers and sprinkler heads up to two (2) inches in diameter as required to keep the system operating. Major repairs to main lines, valves, pumps and intake piping shall be

reimbursed by the City/Division. Reimbursable repair work shall require authorization by the City's/Division representative prior to commencement.

Prior to the commencement of the maintenance program, the vendor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City/Division. The vendor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

Time clocks shall be checked once a week or as may be required. The vendor shall, at least once per month, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the vendor's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the City's/Division representative.

The irrigation shall be capable of providing 1 " of water to all grass and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The vendor shall be required to make all repairs within a minimum 24-hour period or sooner as described by the City's/Division representative. Any form of damage to the irrigation system must be reported to the City's representative immediately upon discovery.

Irrigate as necessary during periods of little or no rainfall unless there is an automatic irrigation system in place. Supply any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimal health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the vendor.

A written irrigation schedule shall be provided by the vendor to the Citys'/Division representative. The vendor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering.

k) HAZARDS

The vendor shall inform the City's/Division representative of any immediate safety hazards or vandalism (including graffiti) upon discovery in the field. The vendor shall fill any holes found which would constitute a safety hazard.

l) GENERAL REQUIREMENTS:

- Grass Maintenance
- Describe proposed mowing schedule and procedures
- Describe proposed preventative pest management program. Tree and Palm Maintenance Program
- Describe proposed pruning schedule and procedures
- Describe proposed preventative management program
- Shrub and Ground Cover Maintenance Program
- Provide type(s) of fertilizer and rates proposed for general use, and other specific additives
- Irrigation Maintenance Program
- Describe preventative maintenance program

- Equipment Specifications
- List all tools, equipment (including manufacturer), age of equipment and quantities of each type that will be proposed to perform the maintenance
- Describe the preventative maintenance program for equipment

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided Lawn Maintenance services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing Lawn Maintenance services 2. Qualifications and experience of assigned staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources (financial, equipment, facilities) 2. Capability to undertake the required performance period 3. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services 2. Value of added services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: My Lawn Service, Inc

   Address: 17820 S.W. 144 St.

   City, State, Zip: Miami, Fl. 33187 Phone/Fax: 786-282-2665

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 5/4/1993 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

Marina Ojeda (P)	5/4/1993
Felix Arteaga (VP)	5/5/2016

6. The length of time in business: 29 years

7. The length of time (continuous) in business as a service organization in Florida: 29 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE Maintenance of Citywide Alleys, NW 27th Avenue and 27th Avenue Median, Parking Lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, and State Road 9 Roadway: $202,200.00 PER YEAR

LUMP SUM PRICE TREE TRIMMING *(As needed basis) when the City requests assistance*:
$ 7,000.00 SMALL $75.00, MEDIUM $150.00 LARGE $200.00 PER SERVICE

SUBMITTED THIS 25th DAY OF OCTOBER 2022.

BID SUBMITTED BY:

My Lawn Service, Inc	786-282-2665
Company	Telephone Number
Marina Ojeda	N/A
Name of Person Authorized to Submit Bid	Fax Number
Signature	mariajniz53@live.com
	Email Address
President	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name MARINA OJEDA

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by MARINA OJEDA (Name) the PRESIDENT (Title/Position) of My LAWN SERVICE, INC (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

10-25-2022 _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

MARIA J. NIZ **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the MARINA OJEDA (Owner, Partner, Officer, Representative or Agent) of My LAWN SERVICE, INC the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____
Witness PAULA FRANCO

_____
Witness GUISEREN LUGO

By: _____
Signature

MARINA OJEDA PRESIDENT
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: PRESIDENT

State of Florida County of FLORIDA

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarization

this 25th day of OCTOBER, 2022.

By MARIA J. NIZ

Personally known X OR produced identification _____

_____ (MARIA J. NIZ)

Notary Name Here, Notary Public

My Commission Expires _____

NOTARY PUBLIC STATE OF FLORIDA
MARIA J. NIZ
MY COMMISSION # HH 181066
EXPIRES: January 24, 2026
Bonded Thru Notary Public Underwriters

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: MY LAWN SERVICE, INC

Authorized Signature: [signature]

Print Name: MARINA OJEDA

Title: PRESIDENT

Date: 10/25/2022

ALLIED PROPERTY GROUP
PROPERTY MANAGEMENT COMPANY

August 26, 2019

To Whom It May Concern:

I would like to take this opportunity to highly recommend My Lawn Service for consideration should you be actively looking for a responsible vendor in the area of Lawn Maintenance, Landscaping, Tree Trimming and suburb knowledge of shrub/plant material.

As owner of a management company always looking for landscape companies that give the very best service possible to my communities, My Lawn Service is one of the best. Marina, the owner, has always brought hard work, discipline, and a genuine concern to any project. She always accepts responsibility for the work they do in our communities.

My Lawn Service maintains their equipment in excellent condition, keeps the workforce properly dressed so they are identifiable to the homeowner. They are very professional, always keep absolute control of the workforce and they work within the restrictions set for our communities.

In addition, My Lawn Service, lead by Marina, goes out of their way to bring areas not covered by the contract to the attention of the Board when necessary. She has served as our advisor in many areas that the Board lacks knowledge or experience in making decisions for the betterment of the community.

They would make an excellent vendor for a management company that is charged with the responsibility of maintaining a beautiful and professional looking landscape.

Very truly yours

Ana Rivero, President
Allied Property Group, Inc.

12350 SW 132 Court, Suite 114 ♦ Miami, Florida 33186
(305) 232-1579 ♦ www.alliedpropertygroup.net

To Whom It May Concern:

I would like to take this opportunity to highly recommend My Lawn Service, Inc. for any consideration you may have a responsible vendor in the area of Lawn Maintenance, Landscaping, Tree Trimming, Pesticide Treatment and anything else that could be part of your green areas.

As the owner of Doral Management located in Doral, Florida and having My Lawn Service, Inc. serving almost all of my communities I blindly recommend them for any job needed. There professional demeanor and willingness to go above and beyond normal responsibilities set there company apart from others like them. They are very knowledgeable of the work they do and will always go out of their way to resolve any request made by our office and the communities.

It has been a pleasure working with them for many years now and I highly recommend them for anyone looking for a quality lawn service company. I encourage you to contact me at anytime if you have any questions in reference to the above.

Sincerely,

Delia Arcelus

Delia Arcelus, CAM
Doral Management

Re: My Lawn Service

To whom it may concern;

I would like to take this opportunity to highly recommend My Lawn Service for consideration should you be actively looking for a responsible vendor in the area of lawn maintenance, gardening and shrub/plant material.

As President of my homeowner association, I have had the pleasure of working with Marina and her crew for over 5 years. She brings hard work, discipline and a genuine concern to any project she has accepted responsibility for in our community.

My Lawn Service maintains their equipment, keeps the workforce properly dressed as to be identifiable, and keeps the work area free of litter. They have professional control of the workforce and works within the restrictions set for hours of operation.

My Lawn Service, lead by Marina, goes out of her way to bring areas not covered by the contract, to the attention of the Board, when necessary. She has served as our advisor in many areas that the Board lacks the knowledge or experience in making decisions for the betterment of the community.

My Lawn Service would make an excellent supplier to anyone charged with the responsibility for maintaining a beautiful and professional looking landscape and plantscape area.

Very truly yours,

Jesse A. Jones
President
Doral Colony Homeowners Association
305-753-5999

From: Patrick Fiore, former president of Adagio at the Hammocks HOA.

ie: Marina Ojeda, My Lawn Service

My Lawn Service was our primary landscaping and grass cutting company during the years from 1998 to 2007 when I was President and Board Member of the Adagio at the Hammocks HOA, in West Kendall. I can tell you the service the community received from My Lawn was first rate. Ms. Ojeda 's company always provided great and timely service and her professional experience in landscaping matters was always beneficial to myself and fellow board members. Her staff was extremely courteous, and especially helpful after weather related events like Hurricanes Katrina and Wilma. Ms. Ojeda was readily accessible at all hours. As a former Community Councilman in West Kendall it was a pleasure to see the kind of commitment and professionalism that companies in the private sector like My Lawn provided. I heartily recommend My Lawn Service to the City of Opa Locka. If I can be of further assistance, I can be reached at 786 200 9344.

Sincerely,

Patrick M. Fiore
13805 SW 77th Court
Village of Palmetto Bay, FL. 33158

AMA Management Services, Inc.
5050 N.W. 74th Avenue, Miami, Florida 33166 ▪ 305/592-3011 ▪ Fax 305/593-5020

My Lawn Service, Inc.
14450 S.W. 208 Avenue
Miami, FL 33196
Att: Marina Ojeda, President

Dear Ms. Ojeda:

I would like to this opportunity to thank you for the excellent way you have handled the landscape and maintenance of the communities you are doing for me.

I have only received positive feedback from many pleased Homeowners. I will not hesitate to recommend you, so please feel free to contact me at anytime.

Sincerely,

Anicia Morales

Anicia Morales
President

LETTER OF RECOMENDATION

THIS IS TO INFORM YOU THAT "MY LAWN SERVICE" A MAINTANANCE COMPANY IN MIAMI HAVE BEEN DOING A SUPERB JOB IN OUR COMMUNITY.

THE NAME OF OUR COMMUNITY IS ADAGIO AND HAS 145 HOUSES CLOSE TO A LAKE AND HUNDREDS OF TREES AND ACRES OF LAWN: MY LAWN SERVICE IS WITH US ON THE PERMANENT BASIS AND WE, THE 145 HOME OWNERS ARE VERY HAPPY WITH THE WORK THAT THEY ARE DOING.

SPECIAL THANKS TO MARINA OJEDA

THE BOARD OF DIRECTOR OF ADAGIO.

To Whom It May Concern:

I would like to take this opportunity to express my gratitude for the services provided by Ms. Marina Ojeda as the owner of My Lawn Services while serving as the primary grounds keeper for Lakes on the Green (LOG) community in Miami, Florida. Ms. Ojeda managed a very professional team and always provided quality service.

Her professional demeanor and willingness to go above and beyond her normal responsibilities set Ms. Ojeda and this company apart from other like lawn care companies. Ms. Ojeda is smart, hard-working, and always prepared to do what is best for the community. I found her company to be extremely reliable and a credit to our community.

It was a pleasure working with Ms. Ojeda and I highly recommend her company to any HOA looking for quality lawn care. I encourage you to contact me at anytime if you should have any questions.

Sincerely,

James Kelley
Vice-President, LOG HOA
305.343.7214

GUARANTEE MANAGEMENT SERVICES, INC.
6925 N.W. 42 STREET
MIAMI, FLORIDA 33166
305-262-6120

To Whom It May Concern:

This letter will serve to acknowledge the excellent service which has been provided by "My Lawn Service, Inc." to my properties.

I have found by my experience with this company that it is one of the best in the Lawn Maintenance and Landscape business. I have dealt with other companies in this field and have found they are very much inferior to the service provided by them.

They are honest, reliable and very knowledgeable of the work they do. This company has enhanced the appearance and value of the properties they have serviced for me.

If you have any questions or need any further information, please do not hesitate to contact me at the number listed above.

Sincerely,

Angelina Zalaquett
Property Manager

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

2923705

BUSINESS NAME/LOCATION
MY LAWN SERVICE INC
OPERATING IN DADE COUNTY
MIAMI FL 33999

RECEIPT NO.
RENEWAL
3056892

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
MY LAWN SERVICE INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS
EXEMPT

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 08/15/2022
FPPU11–22–010732

Employee(s) 1

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

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

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



UF IFAS
UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

GV907864-1
Certificate #

GV907864
Trainee ID #

Gulseren G. Lugo

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	Instructor	Date of Class	DEP Program Administrator
	D. Rainey	9/12/2018	

Not valid without seal

State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

Preventative Termite Treatment Permit

Number: JB227894

GREEN ISLAND LAWN & PEST INC

6400 TROPICAL WAY, VERO BEACH, FL 32967

This permit, in conjunction with a valid business license endorsed with pest control operations in the Termite and Other Wood-Destroying Organisms category, authorizes the licensee named above to perform preventative termite treatments for new construction in Florida as prescribed by law.

Adam H. Putnam
Commissioner of Agriculture

Issue Date: November 27, 2017

FDACS 13618. 06/01

FLORIDA BROWARD

CERTIFICATE OF COMPLETION

ADVANCED TREE TRIMMING

JOSE EFRAIN VANEGAS

has successfully completed the training program conducted by the Broward County Extension Education Division on:

July 24, 2014

Commercial Horticulture Agent

Identification Number

14165

MY LAWN SERVICE, INC.
PRICE LIST

SCHEDULE OF WORK AND ALLEY MAINTENANCE PRICE:

1. Alleys listed cut before the 10th of each month. Zone 3 & 4
2. Alleys listed cut before the 13th of each month. Zone 1 & 2
3. Alleys listed cut before the 20th of each month. Zone 5

If any Zone date cut is changed we will abide by any City of Opa Locka schedule.

Alleys shall be cut twice a month following the above dates from May through October and once a month from November through April. This will be a total of 18 cuts a year.

CITYWIDE ALLEY MAINTENANCE YEARLY COST: $ 12,000.00 per month. $144,000.00 per year Allys only.

CITY MEDIAN 27TH AVENUE, 22ND AVENUE, SHARAZAD BLVD AND PERVIZ AVENUE: COST: $33,600.00 PER YEAR, MONTHLY $2800.00
(On same schedule as alleys)

PARKING LOTS: 700 - 750 ALI-BABA AVE, 664 FISHERMAN STREET. COST: $1300.00 MONTHLY YEARLY = $15,600.00

DRAINAGE POND: NW 27th Ave State Rd 9 and Burlington St. (Cut and Maintain Trees and Grass. Cost: $750.00 month and per year $9000.00+

TOTAL CONTRACT PRICE AND PAYMENT TERMS:
Two Hundred and Two Thousand Two Hundred ($202,200.00) Dollars per year. Payable in equal monthly installments of $16,850.00 upon receipts of all paper work and invoice described in this contract.

RFP NO 22 1101200

TREE TRIMMING PROPOSAL

CITY OF OPA LOCKA
780 Fisherman Street
Opa Locka, Fl. 33154

SCOPE: The scope of this project is to trim trees and clean palms per city specifications. Will trim and properly dispose of all debris leaving all areas clean when job is complete.

JOB DESCRIPTION:

TREE TRIMMING: SMALL TREES $ 75.00 EACH, MEDIUM TREES $ 150.00 EACH, LARGE TREES $200.00 EACH, AND EXTRA LARGE TREES $ 300.00.

THESE PRICES PERTAIN TO SHARAZAD, PERVIZ, 22ND AVE, 27TH AVE, STATE RD 9 ROADWAY, INGRAM PARK, SEGAL/HELEN MILLER PARK AND SHERBONDY PARK.

- CITYWIDE AS DIRECTED BY PUBLIC WORKS TO MAINTAIN PROPER LINE OF SIGHT AS PER MIAMI DADE COUNTY TREE ORDINANCE.

RFP # 22-1101200

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A) AND ITS AMENDMEENTS, AND ALL DEPARTMENT OF TRANSPORTATION (D.O.T.) SAFETY STANDARDS, INCLUDING BUT NOT LIMITED TO SAFETY GLASSES, SAFETY VEST, TRAFIC NOTIFICATIONS, PLACEMENT OF TRAFFIC CONES, AND ALL PERTINENT LANDSCAPE STANDARDS, WE SHALL HAVE A CERTIFIED PERSON ON SITE AT ALL TIMES WHEN WORKERS ARE PHYSICALLY STANDING OR WORKING WITHIN CITY LIMITS.

SERVICES:

- Trimming, Aerate, Shape Trees, Remove all dead branches, remove suckers in trees. Work shall be done by the Direction Of Public Works.

- Properly dispose of all debris generated by this work, we will Haul Away all clippings and branches.

Now let's look at the others that are well up there with the Royal. The Silver Palm, Tri-Angular Palm, Canary Date Palm (original from Arizona), these are great specimens for any landscape. Smaller palms are the Alexander Palm, Christmas Palm and Roebelenii.

TREES:

Now lets look into the trees that grow in our area which are Mahogony, Oak tree (very slow grower, nice canopy when full grown), Gumbo Limbo, Black Olive, Ficus, Weeping Willow and Bottle Brush these are only a few. Lets Look at the Ficus, this is a fast growing tree, it has a very lush full canopy. We are talking of a tree that has a 60' foot wide canopy which is rarely found this size anymore due to our loving Hurricanes.

SHRUBS:

We have a large variety of shrubs for example the main ones are the Silver Buttonwood, Cherry Hedge, Ficus, Hibiscus and Ixoras these are the common you can find many more. The Silver Buttonwood is an excellent shrub, hardly gets pest and needs very little care. The Ficus Hedge right now has a pest that is killing many plants and even the Ficus trees, it's called White Fly if you look at the leaves they shrivel up and die. This situation is causing a serious situation since many communities, commercial centers, homes and even city common areas have been hit with this decease. We have to have a Licensed Pest Control to spray for this, it should take two or three application and the problem should be resolved.

While we could fill many pages with the knowledge we have in the Landscaping and Lawn Maintenance field but we do have the experience you need to take on any job that is needed.

Just remember a very important bit of information, we respond to any emergency especially Hurricanes within hours after the storm. We clear the streets, remove fallen trees and restore all areas to the original condition at an additional cost depending on work needed and requested.

RFP NO. 22-1101200
PROPOSER QUALIFICATIONS

Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: My Lawn Service, Inc

   Address: 17820 S.W. 174 St.

   City, State, Zip: Miami, Fl. 33187 Phone/Fax: 786-282-2665

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 5/4/1993 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

Marina Ojeda (P)	5/4/1993
Felix Arteaga (VP)	5/5/2016

6. The length of time in business: 29 years

7. The length of time (continuous) in business as a service organization in Florida: 29 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1101200
PRICE PROPOSAL FORM

Maintenance of Citywide Alleys, Maintenance of NW 27th Avenue and 22nd Avenue Median, Maintenance of 2 parking lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, Tree Trimming Services *(As needed basis) when the City requests assistance*, and State Road 9 Roadway

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE Maintenance of Citywide Alleys, NW 27th Avenue and 27th Avenue Median, Parking Lots 700-750 Ali-Baba Avenue and 664 Fisherman Street, and State Road 9 Roadway: $202,200.00 PER YEAR

LUMP SUM PRICE TREE TRIMMING *(As needed basis) when the City requests assistance*:
$1,000.00 SMALL $75.00, MEDIUM $150.00 LARGE $200.00
PER SERVICE

SUBMITTED
THIS 25th DAY OF OCTOBER 2022.

BID SUBMITTED BY:

My Lawn Service, Inc	786-282-2665
Company	Telephone Number
Marina Ojeda	N/A
Name of Person Authorized to Submit Bid	Fax Number
Signature	mariajniz53@live.com
	Email Address
President	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name MARINA OJEDA

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by MARINA OJEDA (Name) the PRESIDENT (Title/Position) of MY LAWN SERVICE, INC (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

10-25-2022 _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

MARIA J. LUIZ **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the MARILIA OJEDA (Owner, Partner, Officer, Representative or Agent) of MY LAWN SERVICE, INC the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____
Witness PAULA FRANCO

_____
Witness GUSEREN LUGO

By: _____
Signature

MARILIA OJEDA PRESIDENT
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: PRESIDENT

State of Florida County of FLORIDA

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarization

this 25TH day of OCTOBER, 2022.

By MARIA J. NIZ

Personally known ✓ OR produced identification _____

_____ (MARIA J. NIZ)

Notary Name Here, Notary Public

My Commission Expires _____

MARIA J. NIZ
MY COMMISSION # HH 181066
EXPIRES: January 24, 2026
Bonded Thru Notary Public Underwriters

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: MY LAWN SERVICE, INC

Authorized Signature: [signature]

Print Name: MARINA OJEDA

Title: PRESIDENT

Date: 10/25/2022

CERTIFICATE OF LIABILITY INSURANCE

10/20/2022

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

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

PRODUCER	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: My Lawn Service Group Inc.
335 NW 128 Avenue
Miami FL 33182

COVERAGES **CERTIFICATE NUMBER:** 2681155 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P119339-22-42	10/24/2022	10/24/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

CITY OF OPA LOCKA
780 Fisherman Street
Opa Locka FL 33054

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED	INSURER B :	
My Lawn service Group Inc. DBA My Lawn Service 335 NW 128th Ave Miami, FL 33182	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:		Y	P100.486.553.4	08/26/2022	08/26/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

AUTHORIZED REPRESENTATIVE

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7288649

2022 - 2023 APPLICATION

RECEIPT: 7577427
STATE #

DBA/BUSINESS NAME:
MY LAWN SERVICE

BUSINESS LOCATION:
335 NW 128TH AVE
MIAMI, FL 33182-1125

BUS. COMMENCEMENT DATE: 08/26/2019

SEC	TYPE OF BUSINESS
SER-LAW	SERVICE BUSINESS
10	

OWNER/CORP.
MY LAWN SERVICE GROUP INC
C/O MARCELO A BARNIQUEL, MY LAWN SERVICE GROUP
PHONE #

335 NW 128TH AVE
MIAMI, FL 33182-1125

NAICS CODE: 561730

Print Blocking Flags:

Addt'l Doc Description: Certificate from FL Dept of Environmental Protection

APPLICATION DETAILS

FEE		AMOUNT
Receipt Fee		30.00
UMSA Fee		30.00
Beacon Council Fee		15.00
Bingo Permit Fee		0.00
Nightclub Permit Fee		0.00
Multi-Municipal Contractor Fee		0.00
Restricted Contractor Fee		0.00
Library Fee		0.00
Transfer Fee		0.00
Doing Business without a License Penalty		0.00
Late Penalty		0.00
Collection Cost		0.00
NSF Fee		0.00
Prior Years Due		0.00
Amount Recently Paid	-	75.00
TOTAL AMOUNT DUE:		**0.00**

If no longer in business, please notify us in writing.

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax Receipt may also be required.

To pay online go to https://miamidade.county-taxes.com

To pay by mail, make check payable to:
Miami-Dade County Tax Collector
Business Tax
200 NW 2nd Avenue, 3rd Floor
Miami FL 33128

To pay in person go to:
200 NW 2nd Avenue, 1st Floor
(305) 270-4949
local.businesstax@miamidade.gov

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

MIAMI-DADE COUNTY - STATE OF FLORIDA
LOCAL BUSINESS TAX
2022 - 2023 APPLICATION
7288649

BUSINESS LOCATION:
335 NW 128TH AVE
MIAMI, FL 33182-1125

OWNER/CORP.
MY LAWN SERVICE GROUP INC
C/O MARCELO A BARNIQUEL, MY LAWN SERVICE GROUP INC
MY LAWN SERVICE GROUP INC
C/O MARCELO A BARNIQUEL
335 NW 128TH AVE
MIAMI, FL 33182-1125

7+7577427+2023

Scan to pay

N/A October 20, 2022

RENEWAL
RECEIPT: 7577427
STATE #

BUS. COMMENCEMENT DATE: 08/26/2019

SEC	TYPE OF BUSINESS
SER-LAW	SERVICE BUSINESS
10	

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED — SEE INSTRUCTIONS ABOVE

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Oct 31, 2022	Nov 30, 2022	Dec 31, 2022	Jan 31, 2023
Please Pay	$0.00	$0.00	$0.00	$0.00

7000000000000000000000007577427202300000007500000000000005

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

MY LAWN SERVICE GROUP INC

Form A022 FL (03/11)

IF YOU'RE IN AN ACCIDENT
1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM
Call 1-800-274-4499 or go to claims.progressive.com.

PROGRESSIVE

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962
Policy Number: 961526080
Effective Date: 09/13/2022
Expiration Date: 09/13/2023
[X] Personal Injury Protection Benefits/Property Damage Liability
[X] Bodily Injury Liability
Named Insured(s):
MY LAWN SERVICE GROUP INC

Year	Make	Model	VIN
2015	RAM	2500	3C6UR5HJ9FG557969

Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
THE MADISON INSURANC 1-305-597-8771

See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

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Insurer: Progressive Express Ins Company - 02962
Policy Number: 961526080
Effective Date: 09/13/2022
Expiration Date: 09/13/2023
[X] Personal Injury Protection Benefits/Property Damage Liability
[X] Bodily Injury Liability
Named Insured(s):
MY LAWN SERVICE GROUP INC

Year	Make	Model	VIN
2019	ISUZU	NPR XD	JALC4J160K7K00699

Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
THE MADISON INSURANC 1-305-597-8771

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Misrepresentation of insurance is a first degree misdemeanor.

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MY LAWN SERVICE GROUP INC

Form A022 FL (03/11)

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Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962
Policy Number: 961526080
Effective Date: 09/13/2022
Expiration Date: 09/13/2023
[X] **Personal Injury Protection Benefits/Property Damage Liability**
[X] **Bodily Injury Liability**
Named Insured(s):
MY LAWN SERVICE GROUP INC

Year	Make	Model	VIN
2018	ISUZU	NPR XD	JALC4J163J7K01232

Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
THE MADISON INSURANC 1-305-597-8771

See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.

	Address
1	3100 NW 135 Street thru 3250 NW 135 Street
2	3101 NW 133 Street thru 3191 NW 133 Street
3	13280 NW 31 Avenue thru 13260 NW 30 Avenue
4	2811 NW 134 Street thru 2851 NW 134 Street
5	2861 NW 135 Street thru 3299 NW 135 Street
6	700 Superior Street thru 1156 Perviz Avenue
7	866 West Drive thru 700 Burlington Street
8	840 Burlington Street thru 870 Burlington Street
9	670 Harem Avenue thru 510 Harem Avenue
10	675 Harem Avenue thru 690 Curtiss Drive
11	695 Curtiss Drive thru 515 Harem Avenue
12	701 Curtiss Drive thru 1060 Oriental Blvd
13	725 Arabia Avenue thru 975 Arabia Avenue
14	601 Perviz Avenue thru 1060 Curtiss Drive
	Address
15	701 Harem Avenue thru 775 Harem Avenue
16	340 Seaman thru 701 Jann Avenue
17	2591 Superior Street thru 13830 NW 24 Avenue
18	2309 York Street thru 2581 York Street
19	2571 NW 139 Street thru 2301 NW 139 Street
20	2301 NW 140 Street thru 2571 NW 140 Street
21	1891 NW 135 Street thru 1701 NW 135 Street (Canal behind address)

22 13441 Port Said Road

RFP NO 22 1101200

	Address
1	1335 Kasim thru 1121 Kasim
2	1111 Peri thru 1351 Peri
3	1345 Jann Street thru 115 Seaman
4	1351 Sharar Avenue thru 705 Sharar Avenue
5	215 Perviz Avenue thru 1355 Dunad Avenue
6	1345 Sesame Street thru 1105 Seasme Street
7	1100 Sesame Street thru 14400 NW 27 Avenue
8	1256 Sharazad Blvd thru 1201 Fisherman Street
9	1201 Ali-Baba Avenue thru 1265 Ali-Baba Avenue
10	1100 Sharazad Blvd thru 1150 Sharazad Blvd
11	1090 Caliph thru 1000 Caliph
12	941 Caliph thru 901 Caliph
13	900 Salih thru 940 Salih
	Address
14	1090 Fisherman Street thru 910 Fisherman Street
15	135 Bagdad thru 185 Bagdad
16	663 Sharar Avenue thru 401 Sharar Avenue
17	310 Sharar Avenue thru 561 Dundad Avenue
18	350 Sesame Street thru 521 Sesame Street
19	341 Aladdin Street thru 301 Aladdin Street
20	311 Sabur Lane thru 381 Sharazad Blvd
21	391 Aladdin Street thru 490 Sesame Street
22	1200 Burlington Street thru 1245 Vermont Street
23	1131 Rutland Street thru 1111 Rutland Street
24	915 Codadad Street thru 1246 Rutland Street
25	1226 Wilmington Street thru 1015 Codadad Street

26	1120 York Street thru 1210 York Street
	Address
27	1020 Rutland Street thru 926 Rutland Street
28	915 Rutland Street thru 1020 Burlington Street
29	1120 Opa-Locka Blvd thru 901 Superior Street
30	900 Superior Street thru 1121 Atlantic Avenue

31 380 Codadad Street thru 330 Codadad Street

32 370 Sinbad Street thru 330 Sinbad Street Street

33 658 Fisherman Street thru 657 Fisherman street

	Address
1	2181 Rutland Street thru 1800 Service Road
2	1801 Wilmington Street thru 2181 Wilmington Street
3	14430 NW 21 court thru 2171 Burlington Street
4	2140 York Street thru 1996 Wilmington Street
5	2000 York Steet thru 2151 York Street
6	2211 Rutland Street thru 2397 Rutland Street
7	2370 Rutland Street thru 2210 Rutland Street
8	14265 NW 22 Court thru 14145 NW 22 Court
9	14145 NW 22 Place thru 14265 NW 22 Place
10	14281 NW 23 Court thru 14101 NW 23 Court
11	14101 NW 23 Court thru 14281 NW 23 Place
12	14281 NW 24 Avenue thru 14101 NW 24 Avenue
13	20 Avenue north to south- Beginning 12040-12555 NW 20 Avenue
14	20 Court north to south- Beginning 12515 NW 20 Court
	Address
15	21 Court north to south- Beginning 12445 NW 21 Court
16	124 Street- Beginnning 2145 NW 124 Street
17	12140 NW 21 Place thru 12120 NW 21 Place
18	12115 NW 20 Avenue thru 12101 Nw 20 Avenue
19	NW 120 Street- Between 22 Avenue and 19 Avenue
20	20 Court North to South- Beginning 12445 NW 20 Court

1	NW 22 Avenue- Between NW 151 Street & 135 Street
2	NW 27 Avenue- Between NW 151 Street & 127 Street
3	Sharazad Blvd- From NW 27 Avenue to Ali-Baba Avenue

FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

October 7, 2004

MY LAWN SERVICE, INC.
17820 SW 174 ST
MIAMI, FL 33187US

Re: Document Number P93000032740

The Articles of Amendment to the Articles of Incorporation for MY LAWN SERVICE, INC., a Florida corporation, were filed on October 6, 2004.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H04000199638.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Michelle Milligan
Document Specialist
Division of Corporations

Letter Number: 104A00058149

Detail by Entity Name

Florida Profit Corporation
MY LAWN SERVICE, INC.

Filing Information

Document Number	P93000032740
FEI/EIN Number	65-0412970
Date Filed	05/05/1993
Effective Date	05/04/1993
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/05/2016
Event Effective Date	NONE

Principal Address

17820 SW 174 ST
MIAMI, FL 33187

Changed: 05/05/2000

Mailing Address

17820 SW 174 ST
MIAMI, FL 33187

Changed: 05/05/2000

Registered Agent Name & Address

OJEDA, MARINA
17820 SW 174 ST
MIAMI, FL 33187

Name Changed: 05/13/2010

Officer/Director Detail

Name & Address

Title PS

OJEDA, MARINA
17820 SW 174 STREET
MIAMI, FL 33186

ARTEAGA, FELIX
17820 SW 174 ST
MIAMI, FL 33187

Annual Reports

Report Year	Filed Date
2020	01/29/2020
2021	01/13/2021
2022	03/02/2022

Document Images

03/02/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/29/2020 -- ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
02/02/2018 -- ANNUAL REPORT	View image in PDF format
01/27/2017 -- ANNUAL REPORT	View image in PDF format
05/05/2016 -- Amendment	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
01/11/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
01/19/2011 -- ANNUAL REPORT	View image in PDF format
05/13/2010 -- Amendment	View image in PDF format
04/09/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
03/14/2008 -- Amendment	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
01/29/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
03/23/2005 -- ANNUAL REPORT	View image in PDF format
10/06/2004 -- Amendment	View image in PDF format
08/16/2004 -- Reg. Agent Change	View image in PDF format
08/06/2004 -- Off/Dir Resignation	View image in PDF format
04/19/2004 -- ANNUAL REPORT	View image in PDF format
01/29/2003 -- ANNUAL REPORT	View image in PDF format
02/05/2002 -- ANNUAL REPORT	View image in PDF format
07/25/2001 -- ANNUAL REPORT	View image in PDF format
05/05/2000 -- ANNUAL REPORT	View image in PDF format
04/23/1999 -- ANNUAL REPORT	View image in PDF format
02/17/1998 -- ANNUAL REPORT	View image in PDF format
04/28/1997 -- ANNUAL REPORT	View image in PDF format

EXPERIENCE

My Lawn Service, Inc started business in May, 1993; we have been working hard and giving our best possible service for 29 YEARS. We do Homeowners Associations, Condominium Associations, Business Centers, City contracts and Individual homes. We still have communities that have been using our services for many years. All our customers have stayed with us, even the ones that have gone have come back because they say they haven't found a company like ours. That in itself shows the quality of our work (attached you will find reference letters and a reference list).

We pride ourselves in maintaining the green areas and landscapes at there best. Our experience has shown us how we can take care of these areas keeping the greens cut correctly (with Mulch Blades), the edging always done, weed eater, trimming, hand pruning, blowing and leaving a property spotless.

We do all the lawn and landscape services that are needed in any property. All the experience we have achieved during these years has been hands on. My Lawn Service also has direct contact with a partnership Nursery where we can get plants least expensive than any retail store. During all these years we have done Landscape Designs for very beautiful homes and also for many communities. We do the installation of the trees and plants and advice as to which are the best depending on areas and conditions. We install Mulch in the communities either once a year or some twice, this is done per the customers request or per there contract (in some the Mulch is part of the contract).

The tree trimming is done by a Certified Arborist they do all the tree trimming and he is on site always making sure work is done correctly. We have many Tree Trimming and Pruning jobs which in many properties are done on a yearly schedule. Usually the customers request that we do the Tree Trimming before the Hurricane Season because this helps very much the life of the tree when a Hurricane strikes. Since we open up the tree so the air can go through it and the chances of damage and the tree coming down are minimized. We work very closely with DERM always making sure we follow there standards as not to damage any specimen and always do the correct cuts so the trees can cure themselves correctly.

We have the knowledge of trees, plants, tree trimming, sprinkler systems and pest control. For example in South Florida we always suggest to use Native Plants. They intake less water, they are very hardy in our extreme hot climate and they flourish like no other plant could. To mention a few palms for example Paurotis palm, Tufted Fishtail Palm, Bamboo, Coconut, Queen Sabal, Lady Palm and Saw Palmetto. Others are the tall shrubs like Copper Leaf, Cassia beariana, Firebush, Crepe Myrtle, Oleander and there are many more trees, large and small shrubs, ground cover.

We have also gathered knowledge of the Variety of Palms that are used in this area due to our Tropical Climate. Some of the most common are Washingtonia Palms and Sabal Palms, others are the Queen Palms, Chinese Fan Palms, Coconut Palms (we have the yellow coconut and green coconut) and Royal Palms. The Royal Palm grows very high, it is one of my favorite due to the fact that we don't have to clean them at all because they shed the dry fronds on there own, all others have to be cleaned. The Royal Palm is a little more expensive than most but it is well worth it.

QUALIFICATIONS AND REFERENCES:

Are main qualification is the hands on experience we have had for so many years. We are talking about 29 YEARS in this field.

My Lawn Service, Inc.
17820 S.W. 174th Street
Miami, Fl. 33187

The Company is sitting on a 1 acre lot behind physical address.

Bank Account: Chase (JP Morgan Chase Bank, Business Account.
Credit References: All Dade Lawnmowers, owner David (305) 223-7884
Lesco Fertlizer, Guillermo, Manager (305) 238-9552
Nursery Elegua, Guadalupe, Manager (305) 378-2023
Jeny Sod, (305) 256-1150
Action Sod, (305) 275-7100 Barbie.

We have Liability Insurance up to a $ 1,000,000,00 and Workmans Compensation Insurance. Our trucks are insured with State Farm Insurance our coverage limits are Bodily Injury 100,000/300,000/50,000.

The trailers are also insured for Accidents and Theft, we have 3 enclosed trailers and 1 open. The enclosed are 16 X 7 – 2 axle, and the open is also 16 X 7 – 2 axle. Three trucks, 1- Isuzo Dump Truck 2018, 1- Chevrolet Kodiak Dump Truck 2005.

We are licensed with an Occupational License # 305689-2. Section Type of Business: 213- Lawn/Landscape/Tree Service. (See attached copy)

You will find attached reference letters from our satisfied customers and also a reference list.

RESUME:
Marina Ojeda
17820 S.W. 174th Street. Miami,Florida 33187
Experience in Lawn service since 1993.
Have lived in Miami for almost 58 years since I was 3 years old.
Went to school here in Dade County.
Finished Elementary, Middle School and High School.
Graduated from ITT Institute as a Electronic Technician 1992.

EQUIPMENT INVENTORY

3 – Scag – 52" inch deck Lawnmowers

2 – Scag – 60" inch deck Lawnmowers

2 – Great Dane – 52" inch deck Lawnmower

1 - Great Dane – 60" inch deck Lawnmower

1 - John Deere Reel Mower Diesel 60" inch cut.

2 - New Holland Tractor 7740, 72" inch cut

15 – Shindawa Blowers

20 – Shindawa Weed-eaters

15 – Shindawa Edgers

8 – Shindawa Hedge Trimmers

8 – Echo Hedge Trimmers

3 – Echo Gas Poll Prunners

6 – Echo – Poll Pruners Manual

5 – Stihl – Chain Saw

5 – Echo – Chain Saw

Rakes, Shovels, Picks, Garbage Cans, Hand Prunners, Soil Irrigator

1 – 2018 Isuzu NPR XD Dump Truck
1 – 2005 Chevrolet Kodiak C5500 Dump Truck
1 – 2005 Chevrolet Silverado 2500HD Truck
3 – 16 X 7 Enclosed Suncoast Trailers
1 – 16 X 7 Open Jims Trailer

SCOPE OF SERVICES:

When we go into a property the crew starts with the Lawnmower, which we use the best commercial heavy duty equipment in the market. We use Scag Lawnmowers with 52" decks and 60" inch decks and most important Mulch Blades. We cut at a height of 3 ½ or 4" inch. We will use the New Holland Tractors with 72" or larger blades. Then we do the weedeater and edger, the best brand and most commercial heavy duty equipment to do these tasks are Schindawa (see pictures to see our equipment, trailers and trucks). For the weedeater we do all areas that have grass and that the lawnmower cannot reach. The edger is done on all hard surfaces and also soft surfaces around trees, planters, shrubs and hedges. We also have gas trimmers Schindawa which we use when needed or we prune by hand depending on the plant and the individual care it should have. We also take very big attention to the control of weeds either by hand or spraying with Herbicide (the Herbicide is only used when needed and with extreme care.
Then we blow all areas and pick up all litter and debris and dispose of it properly usually in the city dumps. We adhere to ANSI – Z – 133.1 Standards.

The Sprinkler System will be adjusted, repaired, cleaned, replace heads and check for proper coverage. The process we use to check the Sprinkler System is the following:

1. Turn the system on for a 2 minute check for each zone.
2. We flag any broken sprinklers, sprinkler heads that need cleaning, repair or replacement of heads or broken pipes.
3. After going through all the zones in that particular pump we then start cleaning or replacing and adjusting all the heads to assure proper coverage.
4. Again the system is started and checked to make sure all the zones are running correctly and to assure proper coverage.

Planting of large trees like Black Olives, Mahogany, Oaks and many more. Planting of small shrubs, annuals, installing sod, tree trimming and pruning, stump grinding.

We plant small shrubs, ground cover, palms and trees. We do the design and supplies needed for any type of project. The annuals are installed in the appropriate season, for example:
Inpatients for the winter months (the inpatients are best for this time of year because of the large variety of colors) between October and March. Caladiums, Scarlets or Begonias for the summer months between April and September.

The Annuals need special care to keep them healthy:

1. Fertilizer when installed and new soil if existing soil has deteriorated.
2. Snail Bate to keep areas planted healthy since these are the worst pest for these plants.
3. In areas that have Annuals we need extra watering by Sprinkler System, we will be adjusting system clocks for appropriate length of time, days needed and time the system should start the zones.

Many customers request Cypress or Red Mulch at least once a year or even twice. The mulch is a very important part of the Maintenance because it helps to keep the weeds under control; it gives the plants more moisture and its esthetic. We usually spread the mulch by bags or by truck loads.

Once a month we inspect for any Pest that might be damaging the green areas, trees, plants or shrubs. One of our biggest problems here in South Florida are the Chinch Bugs and Grub Worms in the green areas. Whenever you see brown dry spots that could be a sign that in that certain area there are Chinch Bugs. For the Grub Worms you will see like patches of sod that are lifting off, if you go and check you will see that these patches are very dry and that the roots of the grass have been eaten off. There we just dig a little under the ground and you will find the Grub Worm. When a problem is detected we immediately contact the County to let the proper authorities.

RFP NO 22 1101200

MY LAWN SERVICE, INC.
COMPANY CREDIT

JENY SOD SERVICES
17150 SW 177 AVE.
MIAMI, FL. 33187

CONTACT NAME: Isabel Morales
PHONE # : 786-412-2265
305-256-1150

SITE ONE LANDSCAPE SUPPLY
11980 SW 128 ST.
MIAMI, FL. 33186

CONTACT NAME: Bunny Bustillo
PHONE # : 305-796-9274
305-238-9552

2M MOWER AND TOOL
13800 SW 142 AVE.
MIAMI, FL. 33186

CONTACT NAME: Ray Medina
PHONE # : 786-249-8665

ACTION SOD AND LANDSCAPE
5700 SW 123 AVE.
MIAMI, FL. 33183

CONTACT NAME: Barbie Lopez
PHONE # : 305-216-2333

GLADES 305, INC.
13900 SW 205 AVE.
MIAMI, FL. 33196

CONTACT NAME: Daniel
PHONE # : 786-251-7633

REFERENCES

1.) Doral Management
10705 NW 33 St. Suite: 100
Doral, Fl. 33172
Att: Delia Arcelus - 786-344-8061

2.) Las Palmas Homeowners Association, Inc.
14700 SW 62nd Terr.
Miami, Fl. 33193
Att: Maritza - 786-216-2989

3.) Doral Estates H.O.A
9482 NW 49 Doral Ln.
Doral, Fl. 33178
Att: Norberto Spangaro - 786-397-6728

4.) Lago del Rey Condominium
c/o Top Service Property Management
5901 NW 151st Street. Suite: 100
Miami Lakes, Fl. 33014
Att: Mabel Montes de Oca - 305-817-9012

RFP NO 22 1101200

5.) Villas Condominium, Inc.
c/o First Service Residential
5805 Blue Lagoon Drive. Suite: 100
Miami, Fl. 33126
Att: Kristina Olson - 305-632-9519

6.) Windward at Islands at Doral
c/o Allied Property Group
12350 SW 132 Ct. Suite: 114
Miami, Fl. 33186
Att: Ana Rivero - 786-586-8063

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF MABERRY CONSULTING & EVALUATION SERVICES LLC FOR GRANT WRITING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS ($20,000.00) FOR THE OPA-LOCKA POLICE DEPARTMENT PURSUANT TO RFP NO. 22-1115300, AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO ANGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2022, the City of Opa-Locka ("City") published Request for Proposals (RFP) 22-1115300 for Grant Writing Consulting Services for the Opa-Locka Police Department; and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office on November 16, 2022; and

WHEREAS, Maberry Consulting & Evaluation Services, LLC has a solid track record of grant writing and research for their clients. The company reports to have over 19 years of organizational experience in grant writing and research and offers comprehensive grant services for federal, state, and local funding opportunities; and

WHEREAS, the list of funded projects provided in response to the solicitation by firm represents the depth and diversity of its experience; and

WHEREAS, Maberry Consulting & Evaluation Services LLC has proposed a bid price of One Hundred Seventy-Five Dollars ($175.00) per hour; and

WHEREAS, the City has budgeted grant writing services for the police department in an amount not to exceed Twenty Thousand Dollars ($20,000.00); and

WHEREAS, the Interim City Manager recommends that the Opa-Locka City Commission ("City Commission") approve the recommendation of Maberry Consulting & Evaluation Services LLC and enters into an agreement with said company; and

WHEREAS, the City Commission hereby accepts the proposal of Maberry Consulting & Evaluation Services LLC for Grant Writing Consulting Services for the Opa-Locka Police Department, pursuant to RFP No. 22-1115300 and further authorizes the Interim City Manager to enter into the Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby accepts the proposal from Maberry Consulting & Evaluation Services LLC for Grant Writing Consulting Services for the Opa-Locka Police Department pursuant to RFP No. 22-1115300 and further authorizes the Interim City Manager to enter into an agreement with Maberry Consulting & Evaluation Services LLC consistent with the Agreement attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:			**Department Director Signature:**				
City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*01.11.2023*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
			X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X						
Sponsor Name	City Manager		**Department:**	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to accept the proposal of Maberry Consulting & Evaluation Services LLC for Grant Writing Consulting Services for the Opa-locka Police Department pursuant to RFP No. 22-1115300 and further authorizing the Interim City Manager to enter into an agreement with Maberry Consulting & Evaluation Services LLC for said services.

Staff Summary:

Request for Proposals (RFP) 22-1115300 was published on October 24, 2022 for Grant Writing Consulting Services for the Opa-locka Police Department.

One (1) company submitted a proposal/document which was certified by the City Clerk on November 16, 2022.

Maberry Consulting & Evaluation Services, LLC has a solid track record of grant writing and research for their clients. The company has over 19 years of organizational experience in grant writing and research. They offer turn-key comprehensive grant services for federal, state, and local funding opportunities.

The list of funded projects provided by this firm represents the depth and diversity of its experience.

Financial Impact: The FY 23 Adopted Budget has $20,000 budgeted for Police Department grant writing services. Maberry Consulting & Evaluation Services, LLC has proposed providing these services at an hourly rate of $175 per hour, which would be 114.3 hours of services if the budget is fully utilized.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Maberry Consulting & Evaluation Services LLC. and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 22-1115300
Bid Certification
Bid Proposal

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-1115300
GRANT WRITING CONSULTING SERVICES FOR
OPA-LOCKA POLICE DEPARTMENT

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 11:42 a.m. this 16th day of November, 2022.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	**LUMP SUM PRICE**
1. **Maberry Consulting & Evaluation Services LLC** **4226 Woodfield Place, Ste. 100** **Swansea, IL 62226** **Contact: Shelley Maberry, President and CEO** **Tele: 866.753.7229** **Email: smaberry@maberryconsulting.com**	**$ 175 / hour**

Please note that the proposal from Maberry Consulting & Evaluation Services LLC was submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on Tuesday, November 15, 2022.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

GRANT WRITING CONSULTANT SERVICES
FOR THE OPA-LOCKA POLICE DEPARTMENT

THIS IS AN AGREEMENT, dated the_____day of _____, 2022, between:THE CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY"

and

MABERRY CONSULTING &
EVALUATION SERVICES, LLC.

a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, andpayments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled,Grant Writing Consultant Services.

1.2 CITY finds it necessary to seek a professional, full-service company to provide grant writing services.

1.3 CITY issued RFP 22-1115300 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of January 11, 2023, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Grant Writing company.

1.4 Contractor's firm will be responsible for providing Grant Writing Consultant Services. CONTRACTOR's project team agrees to demonstrate the necessary experience, skills, and understanding for services rendered pursuant to RFP No. 22-1115300.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-1115300, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-1115300.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-1115300. The payment for services pursuant to this Agreement shall not exceed One hundred Seventy-Five Dollars per hour ($175.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement shall commence upon execution of this Agreement and is anticipated to be one fiscal year with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission.

10.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-1115300, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable.

Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

12.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Shelley Maberry, President and CEO 4226 Woodfield Place, Ste. 100 Swansea, IL 62226

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

12.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

12.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____

BY:_____
Shelley Maberry
President and CEO

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 22-1115300 ("RFP"),

City of Opa-locka

RFP NO: 22-1115300

REQUEST FOR PROPOSAL (RFP)

GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

CITY OF OPA-LOCKA
RFP NO. 22-1115300

GRANT WRITING CONSULTANT SERVICES
FOR THE OPA-LOCKA POLICE DEPARTMENT

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CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1115300
GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

Sealed Proposals for the Grant Writing Consulting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, November 15, 2022 by 3:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Grant Writing Consultant Services.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1115300** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 1, 2022 at 11:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:
https://us02web.zoom.us/j/87436829160?pwd=NDdsUWtuTUNOL3RhMDI1cHphZ3RtQT09
Meeting ID: 874 3682 9160
Passcode: 531913
One tap mobile
+13017158592,,87436829160#,,,,*531913# US (Washington DC)
+13092053325,,87436829160#,,,,*531913# US

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 719 359 4580 US
Find your local number: https://us02web.zoom.us/u/kbbAL1M1K3

Joanna Flores, CMC
City Clerk

RFP NO. 22-1115300

GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide -**Grant Writing Consultant Services.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 3:00 pm on Tuesday, November 15, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1115300 –GRANT WRITING CONSULTANT SERVICES FOR THE OPA-LOCKA POLICE DEPARTMENT.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD or USB in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

DESCRIPTION OF SERVICES

The City of Opa-locka is seeking a firm to provide Grant writing consultant services. The selected Proposer (hereinafter referred to as "Consultant") will be responsible for providing the following services to the City of Opa-locka Police Department (OLPD):

SCOPE OF WORK

1. Funding Needs Analysis – Work with OLPD staff to facilitate meetings with the department to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.

2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, County, Foundation, Agencies and Organizations that support OLPD's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:

    a. Criminal justice technology programs
    b. Infrastructure development and maintenance (Public Safety Facility)
    c. Public safety
    d. Technology
    e. Police-related parks and recreation programs
    f. Workforce development
    g. Records management
    h. Senior, family, and youth programs
    i. Energy efficiency and sustainability

More specific requirements are described below.
Consultant shall:

1. *On-Call Grant Research* – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by OLPD or the City.

2. *Grant Proposal Development* – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to OLPD.

3. *Legislative Advocacy* – Provide legislative advocacy services on behalf of City by contacting legislators and legislative staff to promote OLPD's message and needs.

4. *Monthly Reports* – The successful consultant shall submit monthly reports to OLPD summarizing the amount of time expended; describe activities undertaken during the previous month, and status of those activities.

At all times, OLPD shall be responsible to assist the Grant Writing Consultant in achieving grant application submittal

in a timely and expedited manner to meet the grant application requirements. OLPD shall also be responsible for grant compliance. The terms of the use of a Grant Writing Consultant for OLPD will be executed under an Agreement, upon selection by the City of the qualified professional grant writing firm.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.
3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided grant writing services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing grant writing services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the

best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1115300
PROPOSER QUALIFICATIONS

GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1115300

PRICE PROPOSAL FORM

GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

3.2.1 Cover Page

CITY OF
OPA LOCKA
FLORIDA

RFP#: 22-1115300

Grant Writing Consultant Services for the

Opa-Locka Police Department

Maberry Consulting & Evaluation Services LLC

Due Date: November 15, 2022

Submitted by:

Legal Name of contract organization	*Maberry Consulting & Evaluation Services LLC*
Primary Contact (name, title, phone, email)	*Shelley Maberry, President and CEO* *Phone: 866.753.7229* *Email: smaberry@maberryconsulting.com*
Mailing Address (city, state, zip)	*4226 Woodfield Place, Ste. 100, Swansea, IL 62226*
Tax ID Number	*26-1648678*
DUNS Number	*004218209*
Website	*www.maberryconsulting.com*
Name and Title of person with authority to sign a contract	*Shelley Maberry, President and CEO*

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Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, County, Foundation, Agencies and Organizations that support OLPD's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to: criminal justice technology programs, infrastructure development and maintenance, public safety, technology, police-related parks and recreation programs, workforce development, records management, senior, family, and youth programs, and energy efficiency and sustainability. 7

On-Call Research - In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by OLPD or the City. 8

Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to OLPD. 8

Legislative Advocacy – Provide legislative advocacy services on behalf of City by contacting legislators and legislative staff to promote OLPD's message and needs. 11

Monthly Reports – The successful consultant shall submit monthly reports to OLPD summarizing the amount of time expended; describe activities undertaken during the previous month, and status of those activities. 11

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Maberry Consulting & Evaluation Services, LLC is pleased to express our interest providing professional grant writing services for the City of Opa-Locka and we are committed to ensuring excellence performance for the proposed scope of work.

Smarter and smaller, MCES offers a full range of services all neatly housed in a boutique location in the Metro-East region of St. Louis. MCES has a cadre of professional writers, trainers, credentialed evaluators, and researchers—a small team whose collective skills and experience form a broad base of creative talent that delivers highly-personalized client services. In June 2022, Maberry was featured on Bloomberg Television, World's Greatest!... show *(30) Maberry Consulting World's Greatest!... full episode 3:06 - YouTube*



MCES' goals for our clients are to maximize their impact on target populations; increase program sustainability and effectiveness; enhance their capacity to provide services; and create collaboration to better serve those in need.

We bring a solid track record of grant writing and research for our clients that spans more than 19 years. We also have a record of 100% on-time submission. Maberry has worked with school district clients since our inception. Our experienced staffs are skilled in Grant Funding Needs Assessments and Grant Research, as well as Grant Application Development including program development, developing work plans and scopes of work, designing logic models, editing and formatting, and developing graphic, as well as developing timelines that are reasonable and align with measurable project objectives and outcomes for a comprehensive project.

As the authorized representative for the agency, I will serve as the primary contact for this proposal. We look forward to the next steps in your selection process and welcome the opportunity to discuss our proposal and qualifications in greater detail. Please contact me at any time. My toll-free number is 866-753-7229.

Sincerely,

Shelley Maberry

Shelley Maberry, President and CEO

4226 Woodfield Place, Suite 100

Swansea, IL 62226

(618) 622.9352

3.2.4 Tab 3 – General Information

3.2.4.1 Name of Business

Maberry Consulting and Evaluation Services, LLC

3.2.4.2 Mailing Address and Phone Number

4226 Woodfield Place, Suite 100

Swansea, IL 62226

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge

Shelley Maberry

3.2.4.4 Normal Business Hours

Normal business hours are 8am-4pm Monday-Friday.

3.2.4.5 State if Business is Local, national, or international and indicate the business legal status (corporation, partnership, etc.)

MCES is a local limited liability company.

3.2.4.6 Give the date business was organized and/or incorporated and where

The company was formed in October 2003 in Illinois and following a name change, was legally organized as an LLC on January 1, 2008. Maberry provides evaluation and grant-related services nationwide and internationally in select circumstances. Maberry also holds Foreign LLC status in Florida, New York, and pending status in Nevada.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office

Maberry Consulting and Evaluation services has four locations. The work for this contract will be completed out of our Miami and Bonita Springs. Florida locations. There is one full-time staff member at each of the Florida locations, as well as the resources of more than 23 independent contractors.

- MCES Headquarters: 4226 Woodfield Place, Suite 100, Swansea, IL 62226
- **MCES Florida Field Office: 27460 Matheson Avenue, Bonita Springs, FL 34135**
- **MCES Florida Field Office: 20335 W Country Club Dr, 1PH6, Aventura, FL 33180**
- MCES Nevada Field Office: 3660 St. Rose Parkway, Unit 10105, Henderson NV 89052

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, state the name of the parent company

Maberry Consulting and Evaluation Services LLC is a neither a parent or subsidiary in a group of firms/agencies.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of such licenses issued to the business entity

Maberry Consulting and Evaluation services is registered as a Foreign Limited Liability Company in the State of Florida, Document number M22000012092 registered on 7/25/2022.

3.2.5 Tab 4 – Project Approach

Project Approach

Describe in detail your proposal to fulfill requirements of the scope of services listed in section 2.2 of this RFP.

Funding Needs Analysis – Work with OLPD staff to facilitate meetings with the department to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.

At project award, Maberry schedules an orientation session to gather information about the City's needs. During this session, we will request existing documents that will aid us in understanding specific needs and existing programs. Our approach to conducting grant research is provided below.

Initial Needs Assessment

MCES can conduct individual and group interview sessions with City staff to discover specific agency and regional needs using an industry-standard intake and assessment tool. Our experienced facilitator will walk through various questions related to mandated functions and activities to help identify gaps in service and align gaps and needs with immediate-, short-, and long-term needs. We summarize the results of the intake survey, which we use to conduct grant funding research.

Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, County, Foundation, Agencies and Organizations that support OLPD's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to: criminal justice technology programs, infrastructure development and maintenance, public safety, technology, police-related parks and recreation programs, workforce development, records management, senior, family, and youth programs, and energy efficiency and sustainability.

Prospect funding research is performed based on the details gathered from our initial Intake/Needs Assessment process. Our researcher will use the intake/needs assessment results to create a comprehensive report of upcoming grant competitions (with abstracts, deadlines, and contact information) for which the City is most eligible to apply, including criminal justice technology programs, infrastructure development and maintenance, public safety, technology, police-related parks and recreation programs, workforce development, records management, senior, family, and youth programs, and energy efficiency and sustainability from Federal, State, and Foundation funders. Depending on the type of funding, the list will range anywhere from 10 grant competitions to 50-plus listings. This research can also include, upon request, recommendations for corporate foundations from the local community.

We work with the City to develop an agreed-upon format for research results. Once the research is complete, we schedule a follow-up review meeting to discuss each opportunity. Opportunities selected for grant writing are incorporated into a fund development plan and calendar. A sample PowerPoint format of a funding research page is provided below. The information included in each opportunity can be customized based on the City's needs.

FEDERAL OPPORTUNITY: National Science Foundation (NSF) Division of Social and Economic Sciences (SES)

- **Opportunity**: Economic Program Grants
- **Description** The Economics program supports research designed to improve the understanding of the processes and institutions of the U.S. economy and of the world system of which it is a part. This program also strengthens both empirical and theoretical economic analysis as well as the methods for rigorous research on economic behavior. It supports research in almost every area of economics, including econometrics, economic history, environmental economics, finance, industrial organization, international economics, labor economics, macroeconomics, mathematical economics, and public finance.
- **Eligibility**Unrestricted
- **Project Types** The Economics program welcomes proposals for individual or multi-investigator research projects, doctoral dissertation improvement awards, conferences, symposia, experimental research, data collection and dissemination, computer equipment and other instrumentation, and research experience for undergraduates. The program places a high priority on interdisciplinary research. Investigators are encouraged to submit proposals of joint interest to the Economics Program and other NSF programs and NSF initiative areas.
- **Grant Amount**: Maximum $1M
- **Due Date**: January 18, 2022, and August 18, 2022 annually thereafter
- **Link** https://beta.nsf.gov/funding/opportunities/economics
- **Application Guidelines**: https://www.nsf.gov/pubs/policydocs/pappg22_1/nsf22_1.pdf
- **Previously Funded Research Projects**: https://www.nsf.gov/awardsearch/advancedSearchResult?ProgEleCode=1320&BooleanElement=Any&BooleanRef=Any&ActiveAwards=true#results
- **Contact** Nancy A. Lutz, Program Director, Economics Program; email:nlutz@nsf.gov phone: (703) 292-7280

5

On-Call Research - In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by OLPD or the City.

MCES is happy to conduct scheduled and on-call research for specific areas of the City's interest. We follow the same process for each request and commit to responding same day to the on-call request with a turnaround time for results that meets the City's needs.

Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to OLPD.

Throughout our nearly 19-year membership with the Grant Professionals Association, the first organization focused solely on advancing grantsmanship as a profession, Maberry Consulting has garnered knowledge from national conferences, member workshops, and informative workshops that have evolved our grant writing capabilities. We apply strong writing skills that our staff can adapt for content and a proven organizational approach to ensure success and timely submission, ensuring compliance with all requirements.

Our writers follow a practice-proven approach for all grant writing assignments to ensure no critical steps are missed. Our proposal preparation process includes pre-planning, submission, and follow-up activities (Figure 1).

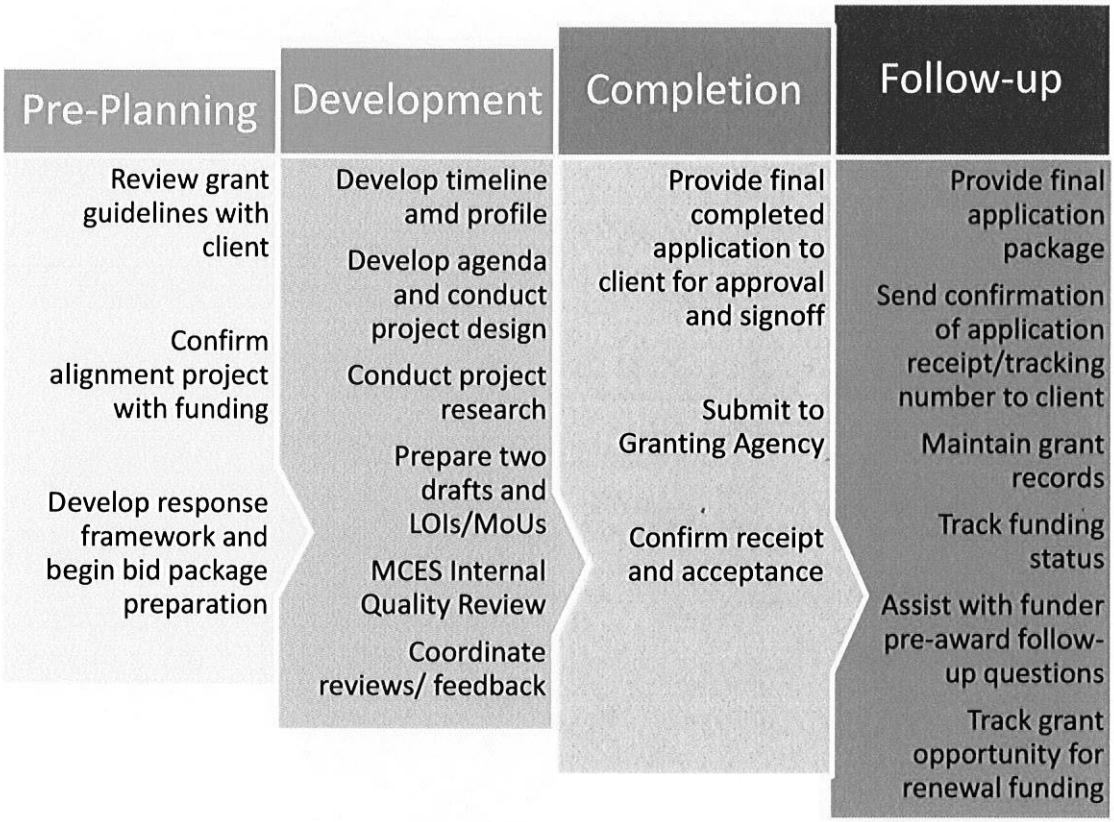


Figure 1. MCES Proposal Preparation Process Approach and Methodology

Pre-planning allows MCES writers to vet the opportunity for eligibility and confirm the proposed project is aligned with funding guidelines and allowed activities. During Development, we contact the client within 24 hours of project assignment and manage and control the process from start to finish, including:

- Establish a client-approved timeline (including two drafts and a mock final document) to ensure the project stays on track, meets with the client's work schedule, and allows sufficient time for client to provide information and documents and review draft narratives.
- Schedule and prepare an agenda for a telephone design meeting to ask cogent questions and determine a single point of contact for additional information. It is important to note that only copies of existing information are requested from the client. MCES' clients are not expected to write or prepare descriptive text for the proposal.
- Prepare draft letters of intent (LOI), Memoranda of Understanding/Agreements, and other documents as appropriate for client approval
- Write two drafts, including artwork, timeline/schedule, logic model, statement of work, abstract, budget narrative, etc.
- Prepare the RFP compliance matrix and summary of salient points from full RFP
- Coordinate the receipt of signed documents and support letters

- Secure final signoff from the client on the mock final proposal
- Submit the finished application to the funder, either online or by mail

MCES is responsible for managing the proposal document from layout to final production. MCES leadership has regular contact with the writer throughout the process. All email correspondence regarding the project is copied to MCES management. MCES assigns the best writer for each project based on experience with the topic, funding agency, and history of success. Our Quality Control Supervisor monitors the deadlines and progress. In contrast, the administrative team (Shelley Maberry, President, and the Administrative Assistant team) monitor each project's time on task and budget constraints. (See Quality Control for additional information below).

Completing the project includes submitting via the funder online portal (or supervising the district in submission) and providing a final copy of the grant application and all supporting documents, including providing all data and graphics to the City. We can also provide a copy of the entire application on CD.

Follow-up

MCES also provides follow-up services once the grant application is submitted: For electronic submissions, we email a completed printed copy of the application package to the program director, send confirmation of application receipt/tracking numbers, maintain grant records, track funding status, assist the funder with pre-award follow-up questions, and track the grant opportunity for renewal.

Quality Control

In addition to an established and practice-proven grant writing process that our writers must comply with, MCES adds a layer of quality control to the grant writing process. Our on-staff Quality Control personnel review each application at two intervals during the grant writing process. This process provides a full compliance review for both a substantive editorial review for spelling, style, and syntax. Also, they provide expert graphic design assistance to bring additional value to the proposal.

Our Quality Control Supervisor monitors the deadlines and progress. In contrast, the administrative team (Shelley Maberry, President, and Lynne Paeno, Grant Development Manager) monitor each project's time on task and budget constraints. We have a 100% on-time submission rate.

Before submission, the MCES grant writer will provide City staff with a summary of all grant requirements and evaluation criteria. We work closely with the lead Department contact for the grant to ensure we have budgeted adequately to cover management time to oversee project activities, manage, supervise, evaluate proposed project staff, and deliver required reporting.

Close collaboration between MCES' professionals and your staff is critical in defining project scope, shape, and size. We will create a written Scope of Work for approval that includes pricing for resources and travel (if applicable), along with a timeline of deliverables. Project Management requires MCES staff to deliver the tasks and subtasks according to schedule. The assigned MCES Project Manager monitors all Scope of Work activities weekly against the schedule to identify scope creep that may affect the schedule or cost of the project and communicate progress and mitigate issues. We also monitor resource costs, including expenses for travel, weekly.

Legislative Advocacy – Provide legislative advocacy services on behalf of City by contacting legislators and legislative staff to promote OLPD's message and needs.

MCES is very experienced with working with legislators for various clients to garner support for projects in advance of funding. This includes preparing legislative staff with messaging on OLPD's specific needs, as well as drafting letters of support for grant applications.

Monthly Reports – The successful consultant shall submit monthly reports to OLPD summarizing the amount of time expended; describe activities undertaken during the previous month, and status of those activities.

MCES will also provide the City with monthly reports summarizing the time expended on each service, including a description of all activities. We develop the report format in collaboration with the City upon contract award.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the proposer has been in business

3.2.6.2 Identify the proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services

MCES has over 19 years of organizational experience in grant writing and research. MCES staff and contractors prepare approximately 125 proposals per year. The majority (85%) are written to federal funders. The remaining 15% are written to such funders as state agencies and more extensive foundations. We have a 100% on-time submission rate and internal policies for ongoing quality control throughout all writing and evaluation projects. Our success rate for grant writing ranges from 78-85% and is updated regularly on our website.

MCES offers turn-key comprehensive grant services for federal, state, and local funding opportunities. One of our experienced writers works closely with City staff from program design through finished application to offer your program a competitive edge in the grant selection process. Our highly-experienced management team works closely with the writer to ensure the highest quality and give your organization a competitive edge.

We take a holistic approach to serving our clients. We aim to establish a long-term relationship where we learn about the City's needs and services and thus can provide more than just writing services. We want to be a resource for your programmatic needs, whether it involves finding the perfect evaluation specialist for your project or simply assisting you in searching for opportunities that match your needs. A snapshot of funded projects where Maberry was the lead or contributing writer is provided in the table below. This is not a complete list, but it represents the depth and diversity of our experience.

Grant/Contract	Funding Agency	Client type	Nature of project	Funding range (per award)
Improving Literacy through School Libraries	USDOE	Numerous K-12 AR, IL, LA, TX, GA, KY	Literacy Education	$300,000
Teaching is the Core	NYSED	NY K-12	Teacher Development	$397,000
Universal Pre-K Program and PreK for 3 Year Old	NYSED	NY K-12 (multiple)	Pre-K education	$600,000
Learning Technology Grant	NYSED	NY K-12, BOCES	Technology Education	$600,000

Extended School Day Violence	NYSED	NY K-12 (multiple)	Afterschool and Violence Prevention	$600,000
Removing Barriers to CTE	NYSED	NYS K-12	Expanded Career Technical Education for Special Needs	$199,986
Smart Start	NYSED	NYS BOCES	Professional development for teachers to increase expertise in STEM teaching and learning	$399,000
Advanced Course Access (ACA)	NYSED	NYS BOCES	Increase equity in access to advanced courses	$499,000
Laura Bush 21st Century Librarian	Institute of Museum and Library Services	KY IHE, WV IHE	Public librarian professional development	$1,000,000
HHS ACF Mentoring Children of Prisoners	HHS ACF	NY NPO, LA NPO	Mentoring at-risk youth	$600,000
Readiness and Emergency Management for Schools	US DOE	TX K-12, MS K-12, IL K-12	School security and safety	$300,000
Minority Science and Engineering Improvement Program (MSEIP)	US DOE	IA IHE	Science and Engineering program development	$480,900
21st Century Community Learning Center	US DOE	Numerous K-12 BOCES and NPO	After-school and out-of-school services to at-risk youth	$100,000 - $1.2M
Transition to Teaching	USDOE	MS IHE, IL K-12	Midcareer workforce to teaching imitative	$1,000,000
Scholarships in Science, Technology, Engineering, and	NSF	Numerous IA and MO IHE	STEM	$5,625,105

Mathematics Program (S-STEM)				
Professional Formation of Engineers (PFE:RIEF)	NSF	NJ IHE	Engineering Innovation	$149,986
Energy for Sustainability	NSF	IA IHE	Energy	
PFI:BIC A Smart Service System for Traffic Incident Management Enabled by Large-data Innovations (TIMELI)	NSF	IA IHE	Development and innovation	$1,000,000
Robert Noyce Teaching Scholarship Program	NSF	IA IHE	Professional Development	$1,119,108
Major Research Instrumentation (MRI) Program	NSF	IA IHE	Research	$388,679
ACF Basic Center Program	ACF	LA NPO	Temporary shelter for homeless and runaway youth	$450,0000
School Violence Prevention Program	DOJ	IL K-12	School violence best practices	$150,000
Regional XPRESS Commuter System Operations Service Provider	Georgia Regional Transportation Authority	GA FPO	Motorcoach regular route passenger services	$5,513,000
Upward Bound (TRIO)	USDOE	CA IHE	Postsecondary preparation	$1,000,000
HIV Prevention for Female Adolescents/Youths at Greater Risk for Juvenile Delinquency	Office of Public Health & Science	LA NPO	HIV education for at-risk female youth	$350,000
DOL-ETA Health Care Sector and Other High Growth	DOL	NY IHE	Job training	$2,500,000

and Emerging Industries				
COPS Secure Our Schools	COPS	NE K-12, FL K-12, TX K-12,	School security and safety	$200,000
Even Start	USDOE	MS K-12	Early childhood education	$400,000
ACF Street Outreach	ACF	LA NPO	Assistance for homeless and runaway youth	$450,000
STEM + Computing Partnerships (STEM+C)	NSF	IA IHE	STEM	$898,564
DOJ Second Chance Juvenile Mentoring	DOJ	LA NPO	Offender re-entry mentoring and wrap-around services	$400,000
Elementary / Secondary Counseling	USDOE	IL K-12, TX K-12,	Supportive services for K-12 students	$1,200,000
Early Faculty Career Development Program (CAREER)	NSF	OH IHE	Career Development	$500,000
Business and International Education	DOE	IL IHE	Creating a global business environment	$400,000
DOJ Second Chance Act Mentoring to Non-Profit Organizations	DOJ	LA NPO	Offender re-entry mentoring and wrap-around services	$500,000
OJJDP Strategic Enhancement to Mentoring	USDOE	LA NPO	Offender re-entry mentoring and wrap-around services for juveniles and their parents	$400,000
Campus Cyberinfrastructure – Infrastructure, Innovation, and	NSF	IA IHE	Cyberinfrastructure and Engineering	$349,924

Engineering (CC*IIE)				
School Leadership Grant	USDOE	IL K-12	Preparing faculty for leadership positions in K-12 education	$2,000,000
Carol M White Physical Education Program grant	USDOE	IL K-12	Health, fitness, and nutrition for K-12 students	$750,000
Health Profession Opportunity Grants to Serve TANF and Other Low-Income Individuals	ACF	IA IHE	Health careers training for low-income persons	$6,000,000
HUD Public Housing Family Self-Sufficiency	HUD	VA PHA, IL PHA	Public housing	$150,000
TRIO – Student Support Services	USDOE	CA IHE	Higher education student supportive services	$900,000
C-CORE		LA NPO	Vocational mentoring program for at-risk youth	$50,000
HRSA School-Based Health Centers Capital Program	HRSA	MS NPO	Clinic construction	$500,000
Sustainable Chemistry, Engineering, and Materials (SusChEM)	NSF	IA IHE	Chemistry and Engineering	$300,000
STEM Talent Expansion Program (STEP)	NSF	IA IHE	STEM	$448,856
Advanced Research Projects Agency-Energy (ARPA-E)	Dept. of Energy	IA IHE	Energy	$2,939,872
Undergraduate Science Education Program	Howard Hughes Medical Institute	IA IHE	Science education	$800,000

DHS Intercity Bus Security Grant Program	DHS	Numerous; statewide	Operation of fixed-route intercity bus /charter/ over-the-road transportation in UASI jurisdictions	$400,000
Partners Investing in Nursing's Future	Robert Wood Johnson Foundation	Numerous IL CF	Nursing expansion	$150,000
Title III Part A Programs Strengthening Institutions	USDOE	Numerous IHEs	Expand capacity to serve low-income students	$1,500,000 - $2,000,000
Preschool for All 3-5	USDOE	IL Pre-K	Early childhood education for pre-K	$100,000
Truants Alternative and Optional Education Program	Illinois State Board of Education	IL K-12	Alternative K-12	$150,000
Investing in Innovation Fund (i3)	DOE	OH IHE	Education	$2,992,223
Pathways to Responsible Fatherhood	HHS	LA NPO	Fatherhood Initiative	$1,250,000
Ticket to Work		LA NPO	Job training	$150,000
HUD ROSS Service Coordinator	HUD	VA PHA	Public housing	$150.000
Texas Literacy Initiative	TX DOE	TX K-12	Literacy Education	$100,000
Training to Work 3	USDOL	IL NOP	Workforce Development	$1.570,000
Louisiana DPS&C-Youth Services (contract)	LA DPS&C-Youth Services	LA NPO	Mentoring services to at-risk systems involved youth	$50,000
Louisiana DPS&C-Youth Services Reintegration (contract)	LA DPS&C-Youth Services	LA NPO	Mentoring services to re-entry youth from the department of correction	$50,000
YouthBuild	USDOL	NY NPO	At-risk youth vocational training	$1,000,000

HUD HVC FSS Coordinator	HUD	VA PHA, IL PHA	Public housing	$150,000
NYSERDA PON 1223 (Advanced Transportation Technologies)	NYS Energy Research and Development Authority	NY FPO	Renewable energies	$5,000,000
Early Reading First	USDOE	IL K-12, TX K-12, CA K-12	Early childhood literacy education	$2,900,000
HRSA Nursing Workforce Diversity	HRSA	WV IHE	Workforce development	$900,000
Math and Science Partnership	USDOE	IL IHE	Science, technology, engineering and math education K-12	$250,000
HHS Youth Empowerment Program	HHS	IL NPO	After-school services for at-risk youth	$500,000
Teacher Improvement Grant	USDOE	IL IHE	Professional development for teachers K-12	$250,000
Teaching American History	USDOE	IL K-12, NJ K-12, NM K-12,	Professional development for history teachers K-12	$750,000
FEMA Fire Safety & Prevention	FEMA	NJ NPO	Community fire safety and prevention	$240,000
SW Florida Community Foundation Major Grant	SW FL Community Foundation	FL NPO	After school tutoring and mentoring	$201,240
PA Treasury ERP (contract)	State procurement	PA FPO	State financial reporting system	$10,000,000
DE FACTS II SACWIS (contract)	State procurement	DE FPO	State child welfare technology	$20,000,000
CalHEERS (contract)	State procurement	CA FPO	State health information system	$25,000,000
Lake City Army Ammunition Plant	Federal Procurement Dept. of Army	MO FPO	Ammunition plant management	$20,000,000

Include Resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

Shelley Maberry, Project Lead, MSEd, CHES

Shelley Maberry will serve as the project lead, providing general oversight and management. Shelley Maberry brings over 30 years of grant management experience to the project. In addition to being a published author of two academic collegiate textbooks, she has personally written over 100 grants in the last four years. She has served as an external evaluator on more than 120 federal and state grant programs during that same time.

A respected expert in the field, Maberry has presented at numerous state and national conferences on topics ranging from program evaluation and curriculum design to program implementation. She has also served as a grant reviewer for numerous federal and foundation grantors. Maberry's credentials include a Master's Degree and multiple certifications.

- 10 years of adjunct collegiate teaching experience
- 19+ Years Experience in Federal and State Contract Compliance as External Evaluator conducting
- IV&V
- Community needs assessment (Instrument design, implementation, and analysis)
- Development of reports, educational materials, ad copy, and media releases/PSAs
- Director, Heartland Institutional Review Board LLC
- Federal and Foundation grant awardee requiring federally regulated purchasing and procurement
- Group Facilitator, National Conference for Community & Justice Dismantling Racism
- Member American Evaluation Association
- Member American Grant Writers' Association
- Member Grant Professionals Association (formerly AAGP)
- President and CEO Maberry Consulting & Evaluation Services LLC
- Project Management Experience with 6 years of BPR project experience

Lynne Paeno, Grant Development Manager/Lead Grant Writer

Lynne Paeno is a grant writer, evaluator, and researcher for MCES. She brings deep knowledge and more than 15 years of experience in grant and RFP/proposal writing for state, local, and federal opportunities, and extensive experience in grant research, fund development, project management, content development, compliance, and program design (including developing program work plans, objectives and outcomes, and timelines). Her expertise spans a variety of verticals, including education, law enforcement/justice, defense, homeland security, IT, transit, and economic/community development. Lynne has worked closely with Tier 1 System Integrators across the country to develop compelling and winning federal, state, and local proposals, from small Foundation proposals to large-scale responses to federal and state Requests for Proposals for Tier I institutions such as Deloitte & Touche, Accenture, ATK, and

EADS North America. She has also worked with more than 70 IHEs and K-12 school districts, creating proposals for a variety of topics, including the US Department of Education, Department of Labor, Department of Health and Human Services/SAMHSA, and Department of Justice, as well as unique programs such as Illinois Department of Commerce and Economic Opportunity (DCEO) Public Sector Electric Efficiency. She has excellent writing skills with an ability to quickly adapt and develop high-quality content about client products/services. She annually updates her human subjects' certification with NIH. One of her key assets is her ability to defuse the tensions of clients and end-staffers working to tight deadlines. She annually updates her human subjects' certification with NIH. Lynne's experience includes:

- Associate Degree in Business
- 20 years of experience as a grant writer
- Leadership Training Certificate
- Strong Editing and writing skills and the ability to analyze and integrate disparate data/information into a cohesive narrative
- 15+ years experience in fund development and prospect research
- Supercharge your Search Training
- Searching for and Finding RFPs Training
- Author "Professional Grant Writer"

Lynne is an employee of Maberry Consulting & Evaluation Services LLC

Dr. Julie Turner, PhD, Grant Writer/Technical Specialist

As a grants specialist for Maberry Consulting & Evaluation Services, Julie Turner offers extensive experience in writing grant proposals and for clients in education, social and human services, agriculture, science, and technology. She brings 16 years of grant writing and management experience. Julie will serve as a lead grant writer on the project and will work in tandem with the content expert.

Dr. Turner earned her Doctorate of Philosophy in Education at the University of Missouri-St. Louis, her MA in Adult and Continuing Education at Michigan State University, and her BA in Sociology and Religion at Hope College in Holland, Michigan. Dr. Turner has nearly twenty years of experience in education and nonprofit leadership, having served as a K-12 teacher and administrator, fund development/grant writing expert, and serving in a variety of leadership capacities through organizations such as Big Brothers & Big Sisters of Greater St. Louis, Children's Advocacy Services of Greater St. Louis, Today and Tomorrow Educational Foundation, and Washington University in St. Louis. Dr. Turner is an Associate Professor of Nonprofit Administration at both the undergraduate and graduate levels. She serves on the United Way of Greater St. Louis Tri-County Board of Directors and on the Youth Development Allocation Panel. Dr. Turner was recognized as "Professor of the Year" by the Lindenwood Student Government Association; one of '40 under 40' by the St. Louis Business Journal and by the St. Charles Business Magazine's Honor Program in Nonprofit Management and the Dove Award for Women in Leadership.

Julie Turner is an independent contractual worker for Maberry Consulting & Evaluation Services LLC. Julie has been a contracted 1099 employee for Maberry since 2019.

Dr. Denean Vaughn, PhD, Grant Writer/Technical Specialist

Dr. Vaughn brings more than nine years of experience managing, administering, and evaluating grant programs. She is skilled at consensus building with high-level teams, is proficient Prior to her grant management roles from June 2012 to present, where she managed more than $5 billion in federal and state funding two Race to the Top, School Improvement, School Leadership, and Advanced Placement. Her role as a grant manager included funder and School Board of Education reporting, developing grant award policies and grant agreements with service providers/vendors, and ensuring all required funder certifications were in place. Dr. Vaught served as a Principal, Assistant Principal, Teacher and curriculum consultant for 16 years. Her grant writing experience includes but is not limited to 21st Century Community Learning Centers, Race to the TOP, Innovative Approaches to Literacy, and Gear Up, as well as contributed to COPS SVPP. Other credentials include:

- Lindenwood University, Doctor of Education in Education Administration / October 2018
- Saint Louis University, Education Specialist in Education Administration / May 2004
- University of Missouri-St. Louis, Master of Science in Education Administration / August 1998
- Southern Illinois University-Edwardsville, Master of Science in Secondary Education / August 1997
- Southern Illinois University-Carbondale, Bachelor of Science in Secondary Education / December 1989

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program

Funding Needs Analysis

Funding Needs Analysis can be completed within 2-3 weeks from assignment

Grant Funding Research

Initial Grant Funding Research can be completed within 3-4 weeks from assignment

On Call Grant Research

On-call grant research follows our standard grant funding research process, however; depending on the scope of the on-call request, we estimate for smaller number of content area requests we can deliver in 1-2 weeks.

Grant Proposal Development

Each grant proposal is completed based on its unique scope of work, complexity, and length of the proposal. We typically provide a not-to-exceed price for each individual project. A larger federal grant requires 4-6 weeks to complete a proposal that is compelling and compliant. A smaller foundation application may only take 2-3 weeks to complete.

Legislative Advocacy

Additional information for each advocacy message is needed to determine a timeline. Typically these activities are conducted via telephone, followed by email and/or US mail messaging, which can be completed as needed within a week to 10 days.

Monthly Reports

Activity is tracked throughout the month with a full report delivered within 3 days following the end of the previous month.

3.2.7.2 Indicate the earliest available start data for your project team

As per the timeline estimate above, our team is available to begin work immediately upon contract award.

3.2.7.3 Indicate the project completion data based on the date provided in 3.2.7.1

Deadlines vary. Our understanding is that during the course of a 12-month period, the City may be applying for multiple grants that will vary in complexity. A not-to-exceed estimate with a scope of work will be provided for each individual project as needed.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

RFP NO: 22-1115300

PRICE PROPOSAL FORM

GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $ $175/hour

SUBMITTED THIS 9th DAY OF November 2022.

BID SUBMITTED BY:

Maberry Consulting and Evaluation Svcs LLC — Company

618.622.9352 — Telephone Number

Shelley Maberry — Name of Person Authorized to Submit Bid

866.414.0517 — Fax Number

Signature

smaberry@maberryconsulting.com — Email Address

President and CEO — Title

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of 3 references in Florida for which the proposer has provided grant writing services. Include the name of the organization, brief description of the project, name of the contact person telephone number and email address

Reference 1

Entity Name	East St. Louis School District 189
Industry Type	K-12 School District
Address	1005 State Street, East St. Louis, IL 62201
Contact Name/Title	Sydney Stigge-Kaufman, MSW
Telephone Number/Email Address	314.610.7420 / Sydney.stigge-kaufman@estl189.com
Projects(s)	Multiple grants including COPS School Violence Prevention, Race to the TOP, Gear Up, and Teacher and School Leadership

Reference 2

Entity Name	Eastern Suffolk BOCES
Industry Type	Educational Cooperative serving 51 K-12 school districts
Address	201 Sunrise Highway, Patchogue, NY 11772
Contact Name/Title	Christa Stevenson, Program Administrator, LI RBERN, ITI-BSE & Title III Consortia
Telephone Number/Email Address	631.218.5175 / cstevens@esboces.org
Projects	Grant writing for NYSED grants including Learning Technology Grant

Reference 3

Entity Name	Evanston Skokie District 65 (CCSD #65)
Industry Type	K-12 School District
Address	1500 McDaniel Ave, Evanston, IL 60201
Contact Name/Title	Devon Horton, Superintendent
Telephone Number/Email Address	847.859.8000 / hortond@district65.net
Project(s)	Grant Writing for educational grants at both Evanston and East St. Louis 189

3.2.10 Tab 9 – Additional Forms

Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

RFP NO. 22-1115300
PROPOSER QUALIFICATIONS

GRANT WRITING CONSULTANT SERVICES

FOR THE

OPA-LOCKA POLICE DEPARTMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Maberry Consulting and Evaluation Services LLC

   Address: 4226 Woodfield Place

   City, State, Zip: Swansea, IL 62226 Phone/Fax: 618.622-9352/866.414-0517

2. Check One: Corporation (x) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 1/1/2008 State in which Incorporated: Illinos

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 7/22/2022

5. **Name and Title of Principal Officers** **Date Elected:**

   N/A - No elected Officers _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: 19 years

7. The length of time (continuous) in business as a service organization in Florida:
   7 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months. See RFP response

9. A copy of County and/or Municipal Occupational License(s) See Attached

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*



Detail by Entity Name

Foreign Limited Liability Company
MABERRY CONSULTING & EVALUATION SERVICES LLC

Filing Information

Document Number	M22000012092
FEI/EIN Number	26-1648678
Date Filed	07/25/2022
State	IL
Status	ACTIVE

Principal Address

4226 WOODFIELD PLACE SUITE 100
SWANSEA, IL 62226

Mailing Address

4226 WOODFIELD PLACE SUITE 100
SWANSEA, IL 62226

Registered Agent Name & Address

PAENO, LYNNE
27460 MATHESON AVENUE
BONITA SPRINGS, FL 34135

Authorized Person(s) Detail

Name & Address

Title MGR

MABERRY, SHELLEY
4226 WOODFIELD PLACE SUITE 100
SWANSEA, IL 62226

Title AP

MABERRY, SHELLEY

4226 WOODFIELD PLACE SUITE 100
SWANSEA, IL 62226

Annual Reports

No Annual Reports Filed

Document Images

07/25/2022 -- Foreign Limited | View image in PDF format

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly

rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Shelley Maberry

Printed Name Shelley Maberry

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: President and CEO

Sworn and subscribed before this

9th day of November, 2022

_____

Notary Public, State of ~~Florida~~ Illinois

Shelondra Trenay Turner

(Printed Name)

My commission expires: 9-23-25

SHELONDRA TRENAY TURNER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 23, 2025

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Maberry Consulting and Evaluation Services LLC

Authorized Signature: Shelley Maberry

Print Name: Shelley Maberry

Title: President and CEO

Date: 11/9/2022

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Shelley Maberry **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
Maberry Consulting & Eval Services the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Shelley Maberry
Signature

Shelley Maberry, President and CEO
Print Name and Title

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF QUICK PAINTING GROUP CORP FOR STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY-OWNED FACILITIES PURSUANT TO RFP NO. 22-1213200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH QUICK PAINTING GROUP, CORP FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 4, 2022, the City of Opa-Locka ("City") published Request for Proposals (RFP) 22-1213200 for Stucco and Exterior Painting of Four (4) City-Owned Facilities (Municipal Complex (780 Fisherman), Public Works Headquarters, Helen Miller and Sherbondy Village within the City); and

WHEREAS, nine (9) sealed proposals was received by the City Clerk's Office and certified by the City Clerk on December 28, 2022; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Quick Painting Group, Corp. as the most responsive responsible bidder; and

WHEREAS, Quick Painting Group Corp. is a painting company localized in Central Florida. The company specialize in commercial painting and industrial coatings application.; and

WHEREAS, the company utilizes products such as Tnemec, Carboline, Sherwin-Williams, Benjamin-Moore, and PPG Paints which guarantees long durability; and

WHEREAS, Quick Painting Group, Corp. has proposed a bid price of One Hundred Fifty-Eight Thousand Dollars ($158,000.00); and

WHEREAS, the Interim City Manager recommends the City Commission approve the recommendation for Quick Painting Group, Corp. and enter into an agreement with said company; and

WHEREAS, the City Commission accepts the proposal of Quick Painting Group Corp. for Stucco and Exterior Painting of Four (4) City-Owned Facilities pursuant to RFP No. 22-1213200 and further authorizing the Interim City Manager to enter into an agreement with Quick Painting Group, Inc. for said services, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby accepts the proposal of Quick Painting Group Corp. for Stucco and Exterior Painting of Four (4) City-Owned Facilities pursuant to RFP No. 22-1213200 and further authorizing the Interim City Manager to enter into an agreement with Quick Painting Group, Inc. for said services, attached hereto as Exhibit "A", for said services, in amount not to exceed of One Hundred Fifty-Eight Thousand Dollars ($158,000.00).

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:			**Department Director Signature:**				
City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*01.11.2023*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
			X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X						
Sponsor Name	City Manager		**Department:**	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to accept the proposal of Quick Painting Group for Stucco and Exterior Painting of Four (4) City-Owned Facilities pursuant to RFP No. 22-1213200 and further authorizing the Interim City Manager to enter into an agreement with Quick Painting Group, Inc. for said services.

Staff Summary:

Request for Proposals (RFP) 22-1213200 was published on November 4, 2022 for Stucco and Exterior Painting of Four (4) City-Owned Facilities. The four buildings are the Municipal Complex (780 Fisherman), Public Works Headquarters, Helen Miller and Sherbondy.

Nine (9) companies submitted proposal documents which were certified by the City Clerk on December 28, 2022.

Quick Painting Group, Corp. is a painting company localized in the heart of Central Florida. They specialize in commercial painting and industrial coatings application. They started an independent small group in Florida working and gaining experience for 11 years until they decided to open their own business. Since the moment they have worked hard toward their goals of delivering the best quality job while maintaining competitive prices in the State of Florida.

Based on their presentation they have been judged to be a company based on integrity and professionalism. They ensure the use of high-quality products such as Tnemec, Carboline, Sherwin-Williams, Benjamin-Moore, and PPG Paints which guarantees long durability.

Financial Impact: Quick Painting Group, Corp. has bid $158,000 to paint the four buildings. This project will be charged to Building & Grounds Maintenance – Building Improvement -39-541620 which is a budgeted project.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Quick Painting Group and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 22-1213200
Bid Certification
Bid Proposal

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-1213200
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 3:30 p.m. this 28th day of December, 2022.

PROPOSAL(S) RECEIVED

	NAME/ADDRESS	LUMP SUM PRICE	
1.	**Brunt & Company, Inc** 10360 SW 186 Street, Unit # 1594 Miami, FL 33197 Contact: Samuel J. Brunt, General Manager Tele: (305) 397-1462 / (833) 278-6820 Email: samb@bruntconstruction.com	Public Works Municipal Complex Sherbondy Village Helen L. Miller	$30,664.00 $60,461.00 $48,150.00 $60,724.00
2.	**Roof Painting by Hartzell** 3195 N. Powerline Road, Suite 101 Pompano Beach, FL 33069 Contact: Mike Goodwin, Project Director Tele: (954) 658-0515 Email: mgoodwin@myhartzell.com	Public Works Municipal Complex Sherbondy Village Helen L. Miller	$23,575.00 $90,952.00 $40,650.00 $13,115.00
3.	**Quick Painting Group** 9867 S Orange Blossom Trl, # 109 Orlando, FL 32837 Contact: Andres Sanchez, President Tele: (407) 733-0401 / (786) 451-0886 Email: info@quickpaitinggroup.com	Public Works Municipal Complex Sherbondy Village Helen L. Miller	$24,000.00 $56,000.00 $60,000.00 $18,000.00
4.	**SAFA Construction, LLC** 11186 SW 17 MNR Davie, FL 33324 Contact: MD Shahinur Rahman, CEO Tele: (954) 326-8295 Email: md.rahman@safaconstruction.net	Public Works Municipal Complex Sherbondy Village Helen L. Miller	$35,000.00 $70,000.00 $46,000.00 $30,000.00
5.	**All Counties Painting, LLC dba** People's Choice Pressure Cleaning & Painting 4341 SW 73 Terrace Davie, FL 33314 Contact: Steve Landis, Owner Tele: (954) 445-8033	Public Works Municipal Complex Sherbondy Village Helen L. Miller	$45,366.60 $0 $64,750.13 $39,800.32

Email: allcountiespainting@gmail.com
Website: https://allpeopleschoice.com

6.	**Miliani Construction Corp.** **10891 NW 17 St, Suite 144** **Miami, FL 33172** **Adolfo Miliani, President** **Tele: (305) 542-5075** **Email: amiliani@milianiconstruction.com**	**Public Works** **Municipal Complex** **Sherbondy Village** **Helen L. Miller**	**$192,625.00** **$267,116.25** **$363,515.00** **$201,825.00**
7.	**Trautman Painting** **12370 Kneeland** **Port Charlotte, FL 33981** **Contact: Brett Troutman, Owner** **Tele: (727) 239-2079** **Email: trautmanpainting@gmail.com**	**Public Works** **Municipal Complex** **Sherbondy Village** **Helen L. Miller**	**$70,000.00** **$270,000.00** **$120,000.00** **$70,000.00**
8.	**Valentino's Painting Signs Corp.** **9455 W Flagler St. Apt. C606** **Miami, FL 33174** **Contact: Angel Pereira, President** **Tele: (786) 237-8017** **Email: angel@valentinospaintingsigns.com**	**Public Works** **Municipal Complex** **Sherbondy Village** **Helen L. Miller**	**$37,786.80** **$98,481.60** **$48,991.20** **$13,218.00**
9.	**Alfonso All Services LLC** **1310 W 38 Street** **Hialeah, FL 33012** **Contact: Ariel Alonso Herrera, Owner** **Tele: (786) 486-2157** **Email: alfonsoallservicesllc@gmail.com**	**Public Works** **Municipal Complex** **Sherbondy Village** **Helen L. Miller**	**$49,680.00** **$98,155.00** **$72,365.00** **$71,596.00**

Please note that the proposals from Quick Painting Group, SAFA Construction, LLC, All Counties Painting, Miliani Construction Corp., Trautman Painting, Valentino's Painting Signs and Alfonso All Services, LLC were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on Wednesday, December 28, 2022.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

EVALUATION MATRIX

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

Company Name: Brunt & Company, Inc.

Evaluation

Criterion	Weight	Reviewer Name: Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	3	0.75	4	1.00	4	1.00	4	1.00
References	10%	3	0.30	3	0.30	4	0.40	3	0.30
Resources and Approach	30%	4	1.20	4	1.20	5	1.50	3	0.90
Price Proposal	35%	4	1.40	3	1.05	5	1.75	4	1.40
Total	**100%**		**3.65**		**3.55**		**4.65**		**3.60**

Company Name: Roof Painting by Hartzell

Evaluation

Criterion	Weight	Reviewer Name: Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	3	0.75	3	0.75	5	1.25	4	1.00
References	10%	2	0.20	3	0.30	4	0.40	4	0.40
Resources and Approach	30%	3	0.90	3	0.90	3	0.90	3	0.90
Price Proposal	35%	3	1.05	4	1.40	3	1.05	3	1.05
Total	**100%**		**2.90**		**3.35**		**3.60**		**3.35**

EVALUATION MATRIX

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

Company Name: Quick Painting Group

Evaluation

Criterion	Weight	Reviewer Name: Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	5	1.25	4	1.00	5	1.25	4	1.00
References	10%	4	0.40	4	0.40	5	0.50	4	0.40
Resources and Approach	30%	4	1.20	4	1.20	4	1.20	4	1.20
Price Proposal	35%	4	1.40	4	1.40	5	1.75	4	1.40
Total	**100%**		**4.25**		**4.00**		**4.70**		**4.00**

Company Name: Safa Construction, LLC

Evaluation

Criterion	Weight	Reviewer Name: Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	1	0.25	2	0.50	4	1.00	1	0.25
References	10%	1	0.10	2	0.20	3	0.30	1	0.10
Resources and Approach	30%	2	0.60	3	0.90	3	0.90	1	0.30
Price Proposal	35%	2	0.70	3	1.05	3	1.05	3	1.05
Total	**100%**		**1.65**		**2.65**		**3.25**		**1.70**

EVALUATION MATRIX

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

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Company Name: All Counties Painting, LLC d/b/a People's Choice Pressure Cleaning & Painting

Evaluation

		Reviewer Name:	Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
Criterion	**Weight**		**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualifications	25%		3	0.75	3	0.75	4	1.00	4	1.00
References	10%		3	0.30	3	0.30	4	0.40	4	0.40
Resources and Approach	30%		3	0.90	3	0.90	3	0.90	3	0.90
Price Proposal	35%		3	1.05	3	1.05	2	0.70	2	0.70
Total	**100%**			**3.00**		**3.00**		**3.00**		**3.00**

Company Name: Miliani Construction Corp

Evaluation

		Reviewer Name:	Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
Criterion	**Weight**		**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualifications	25%		3	0.75	3	0.75	4	1.00	3	0.75
References	10%		3	0.30	4	0.40	3	0.30	3	0.30
Resources and Approach	30%		2	0.60	4	1.20	4	1.20	3	0.90
Price Proposal	35%		1	0.35	2	0.70	2	0.70	3	1.05
Total	**100%**			**2.00**		**3.05**		**3.20**		**3.00**

EVALUATION MATRIX

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

Company Name: Trautman Painting

Evaluation

Criterion	Weight	Reviewer Name: Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	2	0.50	4	1.00	3	0.75	2	0.50
References	10%	2	0.20	4	0.40	3	0.30	2	0.20
Resources and Approach	30%	3	0.90	3	0.90	2	0.60	2	0.60
Price Proposal	35%	1	0.35	2	0.70	2	0.70	2	0.70
Total	**100%**		**1.95**		**3.00**		**2.35**		**2.00**

Company Name: Valentino's Painting Signs Corp

Evaluation

Criterion	Weight	Reviewer Name: Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	1	0.25	2	0.50	1	0.25	1	0.25
References	10%	2	0.20	2	0.20	1	0.10	1	0.10
Resources and Approach	30%	2	0.60	2	0.60	1	0.30	1	0.30
Price Proposal	35%	2	0.70	3	1.05	3	1.05	2	0.70
Total	**100%**		**1.75**		**2.35**		**1.70**		**1.35**

EVALUATION MATRIX

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

Company Name: Alfonso All Services, LLC

Evaluation

		Reviewer Name:	Solomon Bankole		Carlos Gonzalez		Adelina Gross		King Leonard	
Criterion	**Weight**		**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualifications	25%		2	0.50	2	0.50	3	0.75	2	0.50
References	10%		2	0.20	3	0.30	3	0.30	2	0.20
Resources and Approach	30%		2	0.60	2	0.60	3	0.90	2	0.60
Price Proposal	35%		2	0.70	2	0.70	4	1.40	2	0.70
Total	**100%**			**2.00**		**2.10**		**3.35**		**2.00**

EVALUATION MATRIX

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

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COMPANY SELECTED

Reviewer:

	Brunt & Company, Inc.	Roof Painting by Hartzell	Quick Painting Group	Safa Construction,
Solomon Bankole	3.65	2.90	4.25	1.65
Carlos Gonzalez	3.55	3.35	4.00	2.65
Adelina Gross	4.65	3.60	4.70	3.25
King Leonard	3.60	3.35	4.00	1.70
AVERAGE RATING	**3.86**	**3.30**	**4.24**	**2.31**

Reviewer:

	All Counties Painting, LLC	Miliani Construction	Trautman Painting	Valentino's Painting Signs
Solomon Bankole	3.00	2.00	1.95	1.75
Carlos Gonzalez	3.00	3.05	3.00	2.35
Adelina Gross	3.00	3.20	2.35	1.70
King Leonard	3.00	3.00	2.00	1.35
AVERAGE RATING	**3.00**	**2.81**	**2.33**	**1.79**

Reviewer:

	Alfonso All Services, LLC
Solomon Bankole	2.00
Carlos Gonzalez	2.10
Adelina Gross	3.35
King Leonard	2.00
AVERAGE RATING	**2.36**

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Sol Bankole

Signature: [signature]

Date: 12/30/22

Firm Name: Brunt & Company.

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	4
Price Proposal	4

Notes:
The Company expressed their Phases of steps necessary to evaluate the steps ~~necessary~~ before Commencement date reliably on their Industry Knowledge.

Firm Name: Root Painting by Hartzell

Evaluation

Criterion	Rating
Experience and Qualifications	~~3~~ 2 SB
References	2
Resources and Approach	3
Price Proposal	3

Notes:
Company has been in business for Several Decades but evaluation Panel were unable to ask follow-up questions due to unavailability of their Representative.

Firm Name: Quick Paint Group.

Evaluation

Criterion	Rating
Experience and Qualifications	~~5~~ 4 SB
References	~~4~~ 3 SB
Resources and Approach	~~3~~ 2 SB
Price Proposal	~~4~~ 3 SB

Notes:
The Company Profile Demostrates experience in Painting as expressed by their Representatives - and to Complete all building Projects within 3 Months absence of weather Interruption.

Firm Name: SAFA Construction LLC

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	1
Resources and Approach	2
Price Proposal	2

Notes:
Company has only been in business for 1 year, but Provide No Trade ~~References~~ references, Unable to verify. With follow-up questions.

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Sol Bankole **Date:** 12/30th/22

Signature:

Firm Name: All Counties Painting, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	3
Price Proposal	3

Notes:
The Company has Impressive Trade references but did not Provide # estimate for. 780 Fisherman St It will be much effective to evaluate the Proposal Cumulatively by one entity.

Firm Name: Miliani Construction Corp.

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	2
Price Proposal	1

Notes:
Company Proposal Shows extreme Over priced for each of the Building in question. It does not appear the Company assess the Work needed for each building before # estimate was determined

Firm Name: Trautman Painting.

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	3
Price Proposal	1

Notes:
Company did not assess the Job Sites before Proposing. Estimated #.

Firm Name: Valentino's Painting ~~Signs~~ Corp.

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	2
Resources and Approach	2
Price Proposal	2

Notes:
Company has been in the Industry for 6yrs, no document was provided and no Trade references were provide for follow-up questions.

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Sol Bonkale **Date:** 12/30/22

Signature:

Firm Name: ALFONSO ALL Services, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	2 SB
References	2
Resources and Approach	2
Price Proposal	2 SB

Notes: Company Provided Only the Proposed Pricing. No, Trade References or Industry Profile was provided, making it impossible for follow-up questions.

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: CARLOS GONZALEZ

Signature: [signature]

Date: 12.30.22

1-12950 NW 42 Av
2-780 Fisherman S.
3-215 Point Ave.
4-2331 NW 143 St

Firm Name: BRUNT & COMPANY

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	4
Price Proposal	3

Notes:
- 25 yrs. Quality work.
- Good references
- Good work Methodology, Provided verbally.
- 1-$30,664, 2-$60,464, 3-$48,150, 4-$60,724

Firm Name: ROOF PAINTING BY HARTZELL

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	3
Price Proposal	4

Notes:
- 73 yrs.
- No Work Methodology provided.

1-$23,575, 2-$90,952, 3-$40,650, 4-$13,115

Firm Name: QUICK PAINTING GROUP

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	4
Price Proposal	4

Notes:
- Good references and quality of work
- Schedule Provided.
- 11 yrs.

1. $24,000, 2-$56,000, 3-$60,000, 4-$18,000.

Firm Name: SAFA CONSTRUCTION

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	3
Price Proposal	3

Notes:
- 1 yr. - 21 yrs with others
- No information provided for Work Methodology proposal (verbally)
- 3-4 month project duration
- 1-$35,000, 2-$70,000, 3-$46,000, 4-$30,000.

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: CARLOS GONZALEZ ~~ALL COUNTIES PAINTING~~ CO. **Date:** 12/30/22

Signature:

Firm Name: ALL COUNTIES PAINTING

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	3
Price Proposal	3

Notes:
- 12 yrs.
- Good references and qualifications
- Did NOT Bid for the 780 Fisherman St. Building (Vol, Sol - too much damage).
- 1-$41,366, 2-$0, 3-$64,750, 4-$39,800.

Firm Name: MILIANI CONSTRUCTION CORP.

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	4
Resources and Approach	4
Price Proposal	2

Notes:
- 6yrs
- Provided Const. Schedule.
- Price based on re-stucco all buildings
- Provided Work Methodology.
- 1-$192,625, 2-$267,116, 3-$363,515, 4-$201,825

Firm Name: TRAUTMAN PAINTING

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	3
Price Proposal	2

Notes:
- 27 yrs.
- Remove all loose stucco not re-stucco
- Good references
- 1-$70,000, 2-$230,000, 3-$120,000, 4-$70,000

Firm Name: VALENTINO'S PAINTING SIGNS CORP.

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	2
Price Proposal	3

Notes:
6yrs.
- No Work Methodology provided as part of the Proposal.
- No Documentation provided as required in the RFP section 3.1

1-$37,786, 2-$98,431, 3-$48,991, 4-$13,218.

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: CARLOS GONZALEZ **Date:** 12.30.22

Signature: [signature]

Firm Name: ALFONSO ALL SERVICES LLC.

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	3
Resources and Approach	2
Price Proposal	2

Notes:

- 4 yrs. Talked about exp. & qual. fire towns.
- ~~No Documentation provided~~ as required per RFP section 3.1. (verbally). ~~attachment was provided.~~
- 1-$49,680, 2-$78,165, 3-$72,365 4-$71,596.
- Documentation was provided as an attachment and verbally.

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Adelina Gross

Signature: Adelina Gross

Date: 12/30/2022

Firm Name: Brunt & Company Inc.

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	5
Price Proposal	5

Notes:
Company offers a good price and approach with a steady timeline per building Lumpsum $1C9,999

Firm Name: Roof Painting by Hartzell

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	4
Resources and Approach	3
Price Proposal	3

Notes:
Company has 73 years of experience; has worked with other municipalities and the lumpsum price is $168,292

Firm Name: Quick Painting Group

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	4
Price Proposal	5

Notes:
Company has experience; Proposed price is reasonable and according to presentation all work is included within $158k

Firm Name: Safa Construction

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	3
Price Proposal	3

Notes:
Contractor didn't provide written references but provided verbal information of current and past work experience
Lump sum price $ 181k
Timeline for completion 3 months

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Adelina Cross **Date:** 12/30/22

Signature: Adelina Cross

Firm Name: Quick Painting Group All Counties Painting AG

Evaluation Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	3
Price Proposal	2

Notes: Company did not provide a quote for Municipal Complex; the lumpsum for 3 Buildings $149,916.45; contractor has good experience with government buildings and current contracts

Firm Name: Mirpan Construction Corp.

Evaluation Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	4
Price Proposal	2

Notes: The provided prices included re-stucco of all 4 buildings; Company has a good approach of the work and workforce

Firm Name: Trautman Painting

Evaluation Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	2
Price Proposal	2

Notes: Vendor did not understood the requirements of the RFP

Firm Name: Valentinos Painting

Evaluation Criterion	Rating
Experience and Qualifications	1
References	1 AG
Resources and Approach	1
Price Proposal	3

Notes: No references or experience provided by vendor

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Tekima Cross **Date:** 12/30/22

Signature: Tekima Cross

Firm Name: Alfonso All Services

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	3
Price Proposal	1

Notes:
Current contracts with Miami Gardens Homestead and MDCPS for Stucco and Painting lumpsum price $ 291,796

Firm Name: _____

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name: _____

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name: _____

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** 12/30/22

Signature:

Firm Name: Brunt and Company, Inc

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	3
Price Proposal	4

Notes:
No scope of work on the proposal

Firm Name: Roof Painting by Hartzell

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	3
Price Proposal	3

Notes:
Need more information on the [redacted] Proposal

Firm Name: Quick Painting Group

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	4
Price Proposal	4

Notes:
Experience in painting and metal

Firm Name: SAFA Construction, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	1
Resources and Approach	1
Price Proposal	3

Notes:
No experience Listed
No References Listed
No Approach Listed

2

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** 12/30/22

Signature:

Firm Name: AllCounties Painting LLC dba People's Choice Pressure Cleaning and Painting

Evaluation Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	3
Price Proposal	2

Notes: Did not Price Proposal 780 Municipal Complex

Firm Name: Miliani Construction Corp.

Evaluation Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	3
Price Proposal	3

Notes: Good references and experience

Firm Name: Trautman Painting

Evaluation Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	2
Price Proposal	2

Notes: Table of Contents not clear

Firm Name: Valentino's Painting Signs Corp.

Evaluation Criterion	Rating
Experience and Qualifications	1
References	1
Resources and Approach	1
Price Proposal	2

Notes: No References Listed
No Experience Listed
No Approach or Resources Listed

3

EVALUATION FORM

RFP No. 22-1213200
Stucco and Exterior Painting of Four (4) City Owned Facilities

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** 12/30/22

Signature:

Firm Name: Alfonso All Services LLC

Evaluation

Criterion	Rating
Experience and Qualifications	2
References	2
Resources and Approach	2
Price Proposal	2

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Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

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Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

Firm Name:

Evaluation

Criterion	Rating
Experience and Qualifications	
References	
Resources and Approach	
Price Proposal	

Notes:

AGREEMENT FOR STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

THIS IS AN AGREEMENT, dated the___day of _____, 2023, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

QUICK PAINTING GROUP
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Stucco and Exterior Painting of Four (4) City Owned Facilities.

1.2 CITY finds it necessary to seek a professional, full-service company to provide Stucco and Painting services.

1.3 CITY issued RFP 22-1213200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of January 11, 2023, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Stucco and Painting.

1.4 Contractor's firm will be responsible for Stucco and Painting services rendered pursuant to RFP No. 22-1213200.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-1213200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-1213200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-1213200. The payment for services pursuant to this Agreement shall not exceed One Hundred Fifty Eight Thousand Dollars and Zero Cents (158,000.00).

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

This project requires a bid bond from all contractors submitting a proposal and a payment and performance bond from the awarded contractor.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon execution of this Agreement and is anticipated to be for six months.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-1213200, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable.

Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Andres Sanchez, President 9867 S Orange Blossom Trail #109 Orlando, FL 32837

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____

BY:_____
Andres Sanchez
President

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF
FOUR (4) CITY OWNED FACILITIES

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Sealed Proposals for the Stucco and Exterior painting of four (4) City owned Facilities will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, December 13, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Stucco and Exterior painting of four (4) City Owned Facilities.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1213200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 22, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Stucco and Exterior painting of four (4) City Owned Facilities.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, December 13, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1213200 –STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever

occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the

City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

The City of Opa-locka (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience

and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the city. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
c) Damage due to touching before paint is sufficiently dry or any other cause.
d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for exterior surfaces:

a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").

b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small, affected areas may be touched up. Large, affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used

shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS
Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP
All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT
Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT
The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

MATERIALS AND EQUIPMENT STORAGE
The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS
All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The primary scope of work is for the **STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES** which includes, but is not limited to:

1. Public Works Operations Center Building – 12950 NW 42nd Avenue Opa-locka, FL 33054

- 31,489 Sq. Ft. Two-Story Building

Specifications:
We will be painting the exterior of the City of Opa-locka Public Works Building.
Surfaces to be painted include:
- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames
- Previously painted windows
- The metal pole at the front entrance
- Concrete Stairs and metal rail
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Metal Roll-Up Doors	TBD	Two
Gutter and Downspouts	TBD	Two
Concrete Stairs	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Installation/Replacement of Hurricane Proof Windows	TBD	

Clean-Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

2. The Municipal Complex (City Hall Building) - 780 Fisherman Street Opa-locka, FL 33054

- 82,068 Sq. Ft. Four-Story Building

We will be painting the exterior of the City of Opa-locka City Hall building. Surfaces to be painted include:
- Stucco/Block Walls
- Natural/Stained Overhangs
- Fascia and Trim
- Metal handrails at the front entrance
- Previously painted doors and door frames
- Previously painted windows
- Gutters and downspouts
- The metal pole on the front of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust

will be spot-primed prior to painting.

- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

GENERAL DESCRIPTION:

Painting To - Soffit/Overhangs, Stucco/Block, Windows, Doors, Door Frames, Gutters, Downspouts, Fascia, Metal, Handrails, Post.

INCLUDED DETAILS

Surface Area	Color	Coats
Stucco Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Gutters/Down Spouts	TBD	Two
Fascia	TBD	Two
Posts	TBD	Two
Metal Railing	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Window Sealing	TBD	

Clean Up

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is completed. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

3. Sherbondy Village – 215 Perviz Avenue Opa-locka, FL 33054

- 40,826 Sq. Ft. Two-Story Building

Specifications:

We will be painting the exterior of the City of Opa-locka Sherbondy Park Building.
Surfaces to be painted include:
- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

4. Helen Miller Center – 2331 NW 143rd Street Opa-locka, FL 33054

- 11,015 Sq. Ft. Two-Story Building

Specifications:

We will be painting the exterior of the City of Opa-Locka Hellen B. Miller (Segal Park) and adjacent facilities. Surfaces to be painted include:
- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.
   Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.
   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

PUBLIC WORKS OPERATIONS CENTER

12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

THE MUNICIPAL COMPLEX (CITY HALL)

780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____ Company

_____ Telephone Number

_____ Name of Person Authorized to Submit Bid

_____ Fax Number

_____ Signature

_____ Email Address

_____ Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

SHERBONDY VILLAGE

215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____ _____

Company Telephone Number

_____ _____

Name of Person Authorized to Submit Bid Fax Number

_____ _____

Signature Email Address

_____

Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

HELEN L. MILLER CENTER

2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "B"

COVER PAGE

Firm Name: Quick Painting Group

Complete Business Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

Telephone Number: 407-733-0401 / 786-451-0886

Name of key personnel: Andres Sanchez

RFP NO: 22-1213200 Stucco and Exterior painting of four (4) City owned Facilities

Closing Date: 12/28/2022 at 2:00 PM

COATING SYSTEM RECOMMENDED

Stucco / Resurfacer: TNEMEC MORTARCLAD ™ | SERIES 218 or SikaSet® Mortar.

Caulking: Sherwin-Williams Loxon S1 One Component Smooth Polyurethane Sealant.

Primer (Block / Stucco Surfaces): Sherwin-Williams Loxon® Acrylic Conditioner or PPG Paints Perma-Crete Interior/Exterior Alkali Resistant Primer.

Top Coat (Block / Stucco Surfaces): Sherwin-Williams SuperPaint® Exterior Latex Flat or PPG Paints Sun Proof Exterior 100% Acrylic Latex Flat.

Primer (Previously Painted Metal Surfaces): Sherwin-Williams Pro Industrial™ Pro-Cryl® Universal Primer.

Top Coat (Previously Painted Metal Surfaces): Sherwin-Williams Pro Industrial™DTM Acrylic Eg-Shel

Assistant Manager Department
9867 S Orange Blossom Trl #109, Orlando, FL 32837 – Phone: (407) 733-0401
Email: info@quickpaintinggroup.com

TNEMEC

PRODUCT DATA SHEET

MORTARCLAD™ SERIES 218

PRODUCT PROFILE

GENERIC DESCRIPTION Epoxy Modified Cementitious Mortar

COMMON USAGE A high-performance, aggregate reinforced material for surfacing, patching and filling voids and bugholes in concrete substrates. Generally topcoated with a variety of high-performance epoxies and polyurethanes for use in mild to aggressive exposures.

COLORS Greenish Gray

COATING SYSTEM

PRIMERS **Concrete:** Self-priming
CMU: Self-priming

TOPCOATS Series 1, 20, 22, FC22, 30, 46H-413, 61, 66, L69, N69, 84, 104, 120, L140, N140, 151-1051, 161, 201, 205, 222, 223, 224, 237, 238, 239, 262, 264, 270, 273, 280, 281, 282, 406, 434, 435, 436, 446.
Note: Refer to the applicable topcoat data sheet for color availability and additional information.

SURFACE PREPARATION

Prepare surfaces by method suitable for exposure and service. Refer to the appropriate topcoat product data sheet for specific surface preparation recommendations.

CONCRETE Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

CMU Allow mortar to cure for 28 days. Level protrusions and mortar spatter.

PAINTED SURFACES Not recommended.

ALL SURFACES Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS 100% (mixed)

RECOMMENDED DFT **Parge Coat:** 1/16"-1/4" per lift; maximum 1/2" thickness
Feather-edge Capable: 1/32"

CURING TIME

Temperature	To Touch	To Recoat with Itself	To Topcoat
75°F (24°C) & 50% R.H.	3-4 hours	unlimited †	15 hours minimum

† **Note:** When the first application is equal to or greater than 1/4", or the second application is equal to or greater than 1/4", then the maximum recoat window with itself is 2 hours.

VOLATILE ORGANIC COMPOUNDS **Unthinned:** 0.15 lbs/gallon (19 grams/litre)

NUMBER OF COMPONENTS Three—Liquid: Part A and Part B Powder: Part C

PACKAGING KITS CONSIST OF:

	PART A (Liquid)	PART B (Liquid)	PART C (Cement-Sand)	When Mixed
Large Kit	1 gal plastic jug	1 qt can	42.75 lb bag	2.8 gallons (10.6 L)

NET WEIGHT Large Kit: 51.53 lbs (23.37 kg)

STORAGE TEMPERATURE Minimum 40°F (4°C) Maximum 110°F (43°C)
For optimum handling and application characteristics, all material components should be stored or conditioned between 70°F to 90°F (21°C to 32°C) 48 hours prior to use. Protect Parts A & B from freezing; discard if frozen. Protect Part C from moisture; store in dry environment off ground.

TEMPERATURE RESISTANCE (Dry) Continuous 170°F (77°C) Intermittent 200°F (93°C)

SHELF LIFE 12 months at recommended storage temperature.

FLASH POINT - SETA N/A

HEALTH & SAFETY This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

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Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions or you may contact your Tnemec representative for current technical data and instructions.

MORTARCLAD™ | SERIES 218

APPLICATION

COVERAGE RATES

Thickness	Large Kit
1/16" (1.6 mm)	72 sq ft (6.7 m²) theoretical
1/8" (3.1 mm)	36 sq ft (3.3 m²) theoretical
1/4" (6.4 mm)	18 sq ft (1.7 m²) theoretical

Allow for application losses due to surface irregularities and substrate porosity.

MIXING

Pour liquid Part B into new empty bucket. Any remaining Part B shall be removed by adding 3-5 ounces of liquid Part A, re-sealing lid and shaking quart can for 5-10 seconds; pour contents into bucket. Add remaining liquid Part A into bucket and blend for 30 seconds. Under agitation, slowly sift Part C powder into the mixed liquids taking care not to deposit entire contents of Part C at once. Mix for two minutes or until the cement-sand is thoroughly wetted and a smooth consistency is achieved. **Important: Do not add additional Part C.**
Note: For repair of large bugholes, honeycomb and other cavities deeper than the recommended maximum thickness, 20-25 lbs of multi-purpose clean sand (conforming to ASTM C 33) or 15-18 lbs of locally purchased pea gravel (coarse aggregate) can be post added to create "dry-pack" mortar. One half inch to No. 8 size (12.5 mm to 2.36 mm) pea gravel conforming to ASTM C 33 is recommended. Contact your Tnemec representative or Tnemec Technical Services for additional information.

THINNING

Normally not required. For low-pressure spray application to transfer the Series 218, may thin up to 6 oz. for large kit. Use only potable water.

POT LIFE

1 hour at 75°F (24°C).
Caution: Thinning with high temperature water will significantly reduce the pot life. For best results, water temperature should not exceed 80°F (27°C).

SUBSTRATE CONDITIONING

The concrete substrate surface should be "pre-wet" or dampened with potable water to a Saturated Surface Dry (SSD) condition; the concrete is darkened by water but there is no pooling of water on the concrete. This can be done by using a Hudson pump-up sprayer or heavy nap roller cover dampened with potable water. **Note:** Do not over saturate the surface.

APPLICATION EQUIPMENT

Mortar Hawk, steel, stiff concrete finishing trowels, broad knives and rubber floats are recommended. For troweling inside and outside corners, the use of a radius or margin trowel is recommended.
Material can be transferred to the surface by utilizing hydraulic spray equipment (i.e. WIWA 410 9:1 or 600 12:1 pump) followed by troweling to seal the material. No special ACI 308 curing requirements - ambient cure only.
For a smoother finished appearance, trowel licks may be reduced by using a 1/4" nap roller cover lightly dampened with water over the sealed Series 218 material. **Note:** If white liquid is brought to the surface during this process, the Series 218 material is being overworked and/or oversaturated. Overworking or oversaturating the surface may have an adverse effect on the adhesion of subsequent coatings applied. Let Series 218 cure and remove surface deposit using concrete rub brick.

SURFACE TEMPERATURE

Minimum of 45°F (7°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

MATERIAL TEMPERATURE

For optimum application, handling and performance, the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

CLEANUP

Flush and clean all equipment immediately after use with warm water.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

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BUILDING TRUST

PRODUCT DATA SHEET

SikaSet® Mortar

Rapid-setting, portland-cement-based patching compound

PRODUCT DESCRIPTION

SikaSet® Mortar is a rapid-setting, portland-cement-based patching compound.

USES

- When mixed with water it can be used to patch concrete, brick, and stucco
- Excellent for basements, sumps, elevator pits, pools, tunnels, and sewers
- Vertical and horizontal surfaces
- Interior and exterior applications

CHARACTERISTICS / ADVANTAGES

- Use on dry, damp, or wet surfaces.
- Extended workability for tooling.
- Non-toxic, non-corrosive, non-rusting.
- Excellent resistance to freeze/thaw cycling.
- Rapid strength gain.

PRODUCT INFORMATION

Packaging	5 gal (50 lb = 22.6 kg) pail
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	1 day	2,600 psi (18.0 MPa)	(ASTM C-109)
	7 days	6,600 psi (45.5 MPa)	73 °F (23 °C) 50 % R.H.
Tensile Strength	7 days	400 psi (2.8 MPa)	(ASTM C-496)
	28 days	700 psi (4.8 MPa)	73 °F (23 °C) 50 % R.H.

APPLICATION INFORMATION

Coverage	725 in³ (70 mL) per bag (Coverage figures do not include allowance for surface profile and porosity or material waste)
Product Temperature	65–75 °F (18–24 °C)
Ambient Air Temperature	> 40 °F (4 °C)
Substrate Temperature	> 40 °F (4 °C)
Final Set Time	15 min (ASTM C-266)

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

- Chip away soft, deteriorated, unsound substrate.
- Clean cavity completely. Lightly dampen the substrate just prior to application.

PRIMING

- Reinforcing steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).

- Concrete Substrate: Prime the prepared substrate with a brush or sprayed applied coat of Sika® Armatec® 110 EpoCem (consult PDS). Alternately, a scrub coat of SikaSet® Mortar can be applied prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- Mix with clean water to obtain desired consistency.
- Do not over-mix.
- Do not over-wet.
- Do not re-temper.

APPLICATION

- Trowel into place.
- Knead into honeycombs with rubber-gloved hand.

LIMITATIONS

- Use only potable water for mixing.
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/l (EPA method 24)

LEGAL DISCLAIMER

- **KEEP CONTAINER TIGHTLY CLOSED**
- **KEEP OUT OF REACH OF CHILDREN**
- **NOT FOR INTERNAL CONSUMPTION**
- **FOR INDUSTRIAL USE ONLY**
- **FOR PROFESSIONAL USE ONLY**

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety

Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at https://usa.sika.com/en/group/SikaCorp/termsandconditions.html or by calling 1-800-933-7452.

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Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537

LOXON™ S1

One Component Smooth Polyurethane Sealant

SHERWIN WILLIAMS.

PRODUCT DESCRIPTION

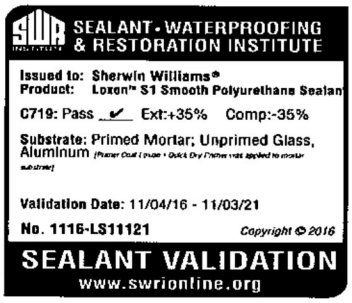
Loxon™ S1 is a one component, high performance, moisture cure, non-sag, gun-grade elastomeric polyurethane sealant. It is designed for a wide range of sealing and caulking applications in joints subject to structural movement. After curing, Loxon™ S1 exhibits a flexible, resilient, rubber-like appearance that adheres to a wide variety of substrates. It provides up to 70% total joint movement and is especially effective in joints between dissimilar substrates. Loxon™ S1 is VOC compliant in all 50 states.

APPLICATIONS

Expansion joints, interior / exterior - above and below grade, aluminum and wood window frames, vinyl siding, skylights, doors, foundations, fascia, precast units, store front assemblies, panel walls, roofing, and parapets.

SUBSTRATES

Cementitious board, masonry, stucco, concrete, wood, vinyl, aluminum, steel, ceramics, clay and concrete roof tiles, natural stone.



Meets or exceeds the following specifications:

- ASTM C-920, Type S, Grade NS, Class 35, Use: NT, A, M, O, T
- Federal Specification TT-S-00230 C, Type II, Class A, Non-Sag, One Component
- CAN/CGSB-19.13-M87

PRODUCT AVAILABILITY*

Sales #	SKU / Rex	Color	Size
6505-94898	SU21S0010	White	10.1 oz Cartridge
6506-87189	SU21S0110	Off-White	10.1 oz Cartridge
6506-87353	SU21S4110	Limestone	10.1 oz Cartridge
6506-87411	SU21S2110	Stone	10.1 oz Cartridge
6506-87445	SU21S2210	Tan	10.1 oz Cartridge
6506-87494	SU21S4510	Aluminum Gray	10.1 oz Cartridge
6506-87502	SU21S7110	Redwood Tan	10.1 oz Cartridge
6506-87734	SU21S3510	Medium Bronze	10.1 oz Cartridge
6506-87783	SU21S3610	Special Bronze	10.1 oz Cartridge
6506-87841	SU21S5010	Black	10.1 oz Cartridge
6506-87007	SU21S0043	White	20 oz Sausage
6506-87312	SU21S0143	Off-White	20 oz Sausage
6506-87361	SU21S4143	Limestone	20 oz Sausage
6506-87429	SU21S2143	Stone	20 oz Sausage
6506-87452	SU21S2243	Tan	20 oz Sausage
6506-87510	SU21S4543	Aluminum Gray	20 oz Sausage
6506-87726	SU21S7143	Redwood Tan	20 oz Sausage
6506-87759	SU21S3543	Medium Bronze	20 oz Sausage
6506-87809	SU21S3643	Special Bronze	20 oz Sausage
6506-87858	SU21S5043	Black	20 oz Sausage

* Not all products are stocked in all DSCs.

ASTM TEST DATA

TABLE 1: TYPICAL UNCURED PROPERTIES*

Property	Value	Test Method/Note
Tack free Time	Passes	TT-S-00230C/ASTM C679
Curing Time @75°F, 50% relative humidity	skins <24hrs, full cure approx one week	Varies with relative humidity
Flow, Sag or Slump	Passes	TT-S-00230C/ASTM C639
Staining	Passes	TT-S-00230C/ASTM C510

TABLE 2: TYPICAL PROPERTIES* (After full cure at 75°F & 50% RH)

Property	Value	Test Method/Note
Hardness (Shore A)	27+/- 2	ASTM 02240/ASTM C661
Tensile Strength	350 psi	ASTM D412
Elongation	800%	ASTM D412
Adhesion in Peel	30 pli	TT-S-00230C/ASTM C794
Stain & Color Change	Passes	TT-S-00230C/ASTM C510
Ozone Resistance	Good	
Joint Movement Capability	+ or - 35%	TT-S-00230C/ASTM C719
UV Resistance	Good	ASTM C793

*Values given above are not intended to be used in specification preparation.

The physical properties of fully cured Loxon™S1 will remain relatively unchanged over a temperature range of -40° F to 180° F.

LIMITATIONS

Not recommended for:

a) Porous substrates subjected to continuous water immersion.
b) Joints contaminated with grease, wax, corrosion, bitumen or cement laitance.
c) Horizontal joints in floors or decks where abrasion or physical abuse is encountered.
d) Special architectural finishes without proper testing.

LOXON™ S1 sealant should be dry tooled. Tooling techniques using solvents or soapy solutions are not recommended.

All surfaces must be evaluated for adhesion prior to use.

Not designed as a glazing sealant in which the adhesive bond to glass is exposed to sunlight. The user or specifier should establish that any application in glazing will not expose the glass bond to appreciable amounts of ultraviolet radiation.

The surface of LOXON™ S1 sealant, when exposed to UV rays and sunlight, will yellow and not retain its gloss. This may occur within a few weeks after exposure. The change of color is limited to the surface layer of the seal and should not compromise the sealing properties of the LOXON™ S1 if the dimensions of the joint are proper and the sealant is otherwise properly applied. In areas where color retention is critical, please refer to LOXON™ H1.

LOXON™ S1 will remain tacky for a few hours and attract dust and dirt from the jobsite which may affect the appearance of the sealant. Check tack-free time to prevent dirt pickup. Dampness and porous substrates with high moisture will trigger extensive curing of the sealant within a very short period of time. This may cause an excess of bubbling and foaming within the sealant and at the bottom of the bead.

During the cure time of LOXON™ S1, do not expose to curing silicone sealants, curing LOXON™ H1, alcohol based materials or solvents, acids, or solvent-based materials.

Until the sealant is fully cured, do not expose the sealant to any mechanical stress. Uncured sealant will not respond properly to cyclic expansion and contraction of the joint specified for the cured sealant only.

LOXON™ S1 must not be used to seal narrow joints, fillet joints, and face nail holes.

Smearing and feathering LOXON™ S1 over joints is not recommended.

Lower relative humidity and temperature will significantly extend the curing time. Confined areas, deep joints and moisture barrier substrates may also extend the cure time.

TECHNICAL DATA:

LOXON™ S1 exhibits excellent weatherability when exposed to ultraviolet radiation, atmospheric hydrocarbons and extremes in temperature. Joints designed to accommodate 70% total joint movement will not affect the seal or adhesion bond.

Joints properly designed and sealed will extend and compress a total of 70% of the installation width with no more than 35% movement in a single direction.

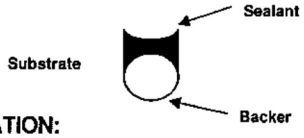
Cured sealant can be painted with emulsion or synthetic enamel paints. LOXON™ S1 will be virtually unaffected by contact with water after cure on non-porous substrates.

On porous substrates, priming is recommended if the sealant will be subjected to prolonged periods of immersion.

PRECAUTIONS: IF THIS PRODUCT IS USED IN DIRECT CONTACT WITH ANY OTHER SEALANT OR ELASTOMER A COMPATIBILITY TEST MUST BE CONDUCTED, BY PURCHASER OR USER, PRIOR TO ACCEPTANCE. LOXON™ S1 SEALANT IS NOT COMPATIBLE WITH OXIME CONTAINING SILICONE SEALANTS.

INSTALLATION: JOINT DESIGN AND PREPARATION

Joint design depends on a variety of factors, such as the maximum expansion and contraction of the substrate from thermal change. Recommended maximum joint width should not exceed 1-1/2" (1.50") (3.81cm) and the maximum joint depth should not exceed ½" (0.500") (12.69mm). Minimum joint width should not be less than ¼" (0.250") (0.34mm). The sealant depth should be ¼" (0.34mm) for joints ¼" in width. For joints over ¼" in width, depth should be ½ of the joint width but should not exceed ½" (0.500") (12.69mm) in depth. In order to obtain the recommended sealant mass, the joint should be filled with closed cell backer rod first, leaving the proper depth to be filled with sealant. Desirable backer rod materials are polyethylene or polyethylene non-gassing foamed rod. Do not prime or puncture the closed cell structure of polyethylene rod as bubbles could form and migrate to the surface of the curing sealant. The use of open cell backer rod is not recommended. In situations where joint depth does not allow for use of backer rod, bond breaker (polyethelene strip) should be used to prevent three-sided adhesion.



SURFACE PREPARATION:

Old sealant should be completely removed. Concrete and masonry surfaces must be free of foreign matter and contaminants. Dust and loose particles should be blown out of joints. A clean, dry, sound and uncontaminated surface is mandatory. Stone surfaces must be cohesively sound, dry and free of contaminants. Granite, limestone, marble and sandstone must be pre-tested for adhesion prior to sealant installation.

Mill finish aluminum may contain an invisible oil film or oxide. Clean with an appropriate solvent. The use of solvents may be hazardous to your health. Use only in well ventilated areas. KEEP AWAY FROM OPEN FLAME. Read all labeling before use and follow solvent manufacturer's recommendations and instructions for safe handling. Many high-performance coatings or unusual surface treatments may require abrasion of the surface with steel wool or fine emery paper during preparation.

PRIMING:

Certain situations or substrates may require a primer. Ensure compatibility *before* using primers. See primer PDS for details (SUPRIQD13).

a) Priming of masonry or other porous substrate joints is recommended only if the joints will be subjected to prolonged immersion. Joints subjected to intermittent immersion or vertical joints subjected to rain should perform without the need of a primer.

b) It is recommended that all surfaces be pre-tested with LOXON™ S1 sealant to determine if cleaning will be necessary to remove surface contamination. In the case of some exotic coatings, priming or other surface treatment may be necessary.

c) LOXON™ S1 sealant is compatible with most coatings and treatments, but due to the vast numbers of, and types of surface coatings available, Sherwin-Williams recommends pre-testing LOXON™ S1 sealant on the surface in question. Follow manufacturer's recommended recoat times for application of LOXON™ S1 sealant to primers or treatments. Check primer or treatment for surface contaminants prior to application of sealant.

METHOD OF APPLICATION:

All surfaces must be structurally sound, clean, dry, and fully cured. A field adhesion (pull test) in test joints is recommended, before application. Apply LOXON™ S1 sealant in a continuous operation, using a professional grade caulking gun and positive pressure adequate to properly fill and seal the joint.

TOOLING:

LOXON™ S1 sealant should be dry tooled. Tooling techniques using solvents or soapy solutions are not recommended. Tooling of freshly applied sealant is necessary for proper adhesion. Tool the sealant with adequate pressure to spread the sealant against the back-up material and onto the joint surfaces.If joint surfaces have been masked, remove masking tape immediately after tooling.

PAINTING:

Exercise caution if painting. When painting over LOXON™ S1 sealant with primers, top-coats or treatments, cracking or peeling of these coatings could occur because of joint movement. In general, oil-based paints are not recommended because of their relatively poor elastic properties and because of their potential interaction with the sealant chemistry, which may create non-curing conditions for the painted sealant. Do not paint over LOXON™ S1 sealant until it has fully cured. Cure is dependent on temperature and humidity and may take 7 or more days.

LOXON™ S1 sealant when applied in a typical 1/2" x 1/4" bead and backed with a suitable bond-breaker at 75°F and 50% RH, will be acceptable for painting with breathable coatings within 48 hours and non-breathable coatings after 72 hours. Warmer, more humid conditions will allow LOXON™ S1 sealant to cure more quickly and conversely, cooler and/or drier conditions will lengthen the cure time. A small test area is strongly recommended.

CLEANING:

Cured sealant is very difficult to remove. Excess sealant and smears should be dry-wiped from all surfaces while still uncured, followed with a commercial solvent such as xylol, toluol or methyl ethyl ketone. The use of these solvents (or other solvents) may be hazardous to your health. KEEP AWAY FROM OPEN FLAME. Read all labeling before use, and follow solvent manufacturer's recommendations and instructions for safe handling. Tool and application equipment may also be cleaned with the same solvents. The dried sealant can be removed by cutting with a sharp-edged tool; thin films by abrading.

CAUTIONS

Danger. Harmful if inhaled. May cause an allergic skin reaction. May cause allergy or asthma symptoms or breathing difficulties if inhaled. May cause cancer. May damage fertility or the unborn child. May cause damage to organs through prolonged or repeated exposure.
Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Use only outdoors or in a well-ventilated area. Do not breathe dust. Avoid breathing vapors. Contaminated work clothing should not be allowed out of the workplace. Wear protective gloves. Use personal protective equipment as required. In case of inadequate ventilation wear respiratory protection. **Response: IF ON SKIN:** Wash with plenty of soap and water. Wash contaminated clothing before reuse.
IF INHALED: If breathing is difficult, remove victim to fresh air and keep at rest in a position comfortable for breathing. IF exposed or concerned: Get medical attention. Get medical attention if you feel unwell. If skin irritation or rash occurs: Get medical attention. If experiencing respiratory symptoms: Call a **POISON CENTER** or physician. **Storage**: Store locked up. **Disposal**: Dispose of contents and container in accordance with all local ,regional, national and international regulations. Please refer to the SDS for additional information. Do not transfer contents to other containers for storage. **VAPOR AND SPRAY MIST HARMFUL**. Gives off harmful vapor of solvents and isocyanates. **DO NOT USE IF YOU HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS, OR IF YOU HAVE EVER HAD A REACTION TO ISOCYANATES. USE ONLY WITH ADEQUATE VENTILATION. WHERE OVERSPRAY IS PRESENT, A POSITIVE PRESSURE AIR SUPPLIED RESPIRATOR (NIOSH approved) SHOULD BE WORN TO PREVENT EXPOSURE. IF UNAVAILABLE, AN APPROPRIATE PROPERLY FITTED APPROVED NIOSH VAPOR/PARTICULATE RESPIRATOR MAY BE EFFECTIVE**. Follow directions for respirator use. Wear the respirator for the whole time of spraying and until all vapors and mists are gone. If you have any breathing problems during use, **LEAVE THE AREA** and get fresh air. If problems remain or happen later, **IMMEDIATELY** call a doctor - If not available get emergency medical treatment. Have this label with you. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **FOR INDUSTRIAL USE ONLY.** Percentage of the mixture consisting of ingredient(s) of unknown toxicity: 99.5%.

LOXON™ S1 One Component Smooth Polyurethane Sealant

SHELF LIFE:

LOXON™ S1 sealant will exhibit a 12 month shelf life from the date of manufacture when stored at room temperature.

LIMITED WARRANTY

LIMITED WARRANTY: Sherwin-Williams warrants for one year from date of use if used as directed and within product shelf life (as set forth in the current Sherwin-Williams Product Data Sheet (the "PDS") for this product) that this product will be free from manufacturing defects and meet the specifications set forth in the product PDS. Sherwin-Williams makes no warranty as to appearance or color. If this product fails to meet the foregoing warranty, as your sole remedy, upon proof of purchase, we will replace the product at no cost or refund the original purchase price. Labor or costs associated with labor not included. This warranty is made to the original purchaser and is not transferable. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, WHICH ARE ALL DISCLAIMED AND/OR LIMITED IN DURATION TO THE EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE WHATSOEVER.

SUITABLE FOR WATER IMMERSION:

- MUST use Loxon Quick Dry Primer for immersion applications
- MUST be allowed to **cure 21 days**
- * Water immersion, 122 °F (50 °C) passes 10wks with ASTM C 1247 movement cycling

GREENGUARD GOLD certification – the strictest standard for indoor air quality (UL / independent lab tested).

Performance Tips:

- Prevent Loxon™ S1 from coming into contact with oil-based sealants, uncured silicone sealants, polysulfides, or fillers that contain oil, tar or asphalt.
- LOXON™ S1 sealant will not adhere to previously applied silcone sealants.
- Protect unopened containers from direct sunlight and heat.
- In cool or cold weather, store container(s) at room temperature for at least 24 hours, before using.
- Loxon™ S1 can be applied below freezing temperatures only if: substrates are completely dry and free of moisture, and clean.
- Do not apply over freshly treated wood; treated wood must have been weathered for at least six months.
- * **Do not use in swimming pools or other submerged conditions where the sealant will be exposed to strong oxidizers/chlorine. Avoid submerged conditions where water temperatures will exceed 122˚ F (50˚ C).**
- Substrates such as stainless steel, copper, and galvanized steel typically require the use of a primer. Loxon™ Quick Dry primer SUPRIQD13 is acceptable. Loxon™ Quick Dry primer SUPRIQD13 can also be used for Kynar 500 based coatings. An adhesion test is recommended for any questionable substrate.
- Loxon™ S1 should **not** be used in glazing applications. Do **not** apply on glass or plastic glazing panels.

Coverage in Lineal Feet
One cartridge (10.1fl. Oz)

Width in inches \ Depth in Inches	1/4"	3/8"	1/2"
1/4"	24'	-	-
3/8"	16'	-	-
1/2"	12'	-	-
5/8"	10'	7'	-
3/4"	-	6'	4'
7/8"	-	5'	4'
1"	-	4'	3'

When using this reference chart, you MUST consider the physical limitations of the product you are using. Not all products can be used in the gap sizes shown.

Loxon®
Acrylic Conditioner

LX03W0100 Guide Coat White, LX03V0100 Clear

SHERWIN WILLIAMS.

CHARACTERISTICS

Loxon Acrylic Conditioner is a 100% acrylic emulsion conditioner that will penetrate and seal interior and exterior surfaces and bond light chalk to the surface. With excellent alkali and efflorescence resistance, this sealer allows new concrete, stucco, and other cementitious surfaces to be coated prior to a 30-day cure, and will adhere to new or existing concrete with a pH of 6 to 13.

For use on these surfaces:

Concrete, Concrete Block, Brick, Stucco, Fiber Cement Siding, Plaster, Mortar, EIFS Exterior Wall Cladding

Color:	Guide Coat White & Clear
Coverage:	
Coverage sq.ft. per gallon	200-300

Do not build a surface glaze.

Drying Schedule 77° F @ 50% RH:

Drying and recoat times are temperature, humidity and film thickness dependent.

Touch:	30 minutes
Tack free:	1 hour
Recoat:	3 hours

Tinting with CCE only:

Requires ColorCast Ecotoner colorant for tinting. If desired, up to 1 oz per gallon of ColorCast Ecotoner colorant can be used to approximate the topcoat color. Check color before use.

Clear LX03V0100

V.O.C. (less exempt solvents):
less than 50 grams per litre; 0.42 lbs.per gallon
As per 40 CFR 59.406

Volume Solids:	15 ± 2%
Weight Solids:	17 ± 2%
Weight per Gallon:	8.43 lb
Flash Point:	N/A
Vehicle Type:	Proprietary Acrylic
Shelf Life:	36 months,unopened

Guide Coat White LX03W0100

V.O.C. (less exempt solvents):
less than 50 grams per litre; 0.42 lbs.per gallon
As per 40 CFR 59.406

Volume Solids:	17 ± 2%
Weight Solids:	24 ± 2%
Weight per Gallon:	8.92 lb
Flash Point:	N/A
Vehicle Type:	Proprietary Acrylic
Shelf Life:	36 months,unopened
WVP Perms (US):	27.55 grains/(hr ft² in Hg)

COMPLIANCE

As of 09/23/2021, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	No
MPI®	N.A.

APPLICATION

Temperature:

minimum	50°F

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer:	No reduction necessary
Airless Spray:	
Pressure	700-1000 p.s.i.
Tip	.015-.019 inch
Brush	Use a nylon/polyester or foam brush.
Roller Cover	Use a 3/8 to 3/4 inch nap synthetic cover.

If the surface requires a full bodied prime/block filler coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer or Loxon Acrylic Block Surfacer.

Apply at temperatures above 50°F. When the air temperature is at 50°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 50°F and at least 5°F above the dew point.

Do not apply if the surface temperature is below 50°F, when rain is expected within 3 hours, or when the relative humidity is 90% or more.

Do not paint in direct sun or on a hot surface.

Do not reduce.

APPLICATION TIPS

Do not build a surface glaze.

Do not apply to a damp surface.

Do not apply over heavy chalk.

For maximum resistance to efflorescence, you must topcoat with one of the Loxon Masonry Finishes.

On exterior applications, Loxon Acrylic Conditioner must be topcoated within 7 days or the surface may need to be re-cleaned.

RECOMMENDED SYSTEMS

Masonry, Concrete, Stucco, Block,
1 coat Loxon Acrylic Conditioner
2 coats Appropriate topcoat

Fiber Cement Siding, EIFS:
1 coat Loxon Acrylic Conditioner
2 coats Appropriate topcoat

Previously Painted:
1 coat Loxon Acrylic Conditioner
2 coats Appropriate topcoat

Recommended Architectural Topcoats:
Loxon Masonry Coatings
ConFlex Masonry Coatings
A-100 Exterior Latex
Duration Exterior & Duration Home Interior
Emerald Exterior & Interior
SuperPaint Exterior & Interior
ProMar Interior

continued on back

Loxon®

Acrylic Conditioner

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (**NIOSH** approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

New and Previously Painted:

Remove all surface contamination (peeling paint, heavy chalk, efflorescence, laitance, concrete dust, etc.) by washing or pressure washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Masonry, Concrete, Stucco:

All new surfaces must cure for at least 7 days. Remove all form release and curing agents. Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalks, etc. Allow the surface to dry before proceeding. Repair cracks, voids, and other holes with an appropriate patching compound or sealant.

Concrete and mortar must be cured at least 7 days at 75°F. Moisture content must be 15% or lower. On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Fill bugholes, air pockets and other voids with an elastomeric patch or sealant.

Plaster

Must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days (within a pH range of 6 to 13) and prime with Loxon Acrylic Conditioner. **Do not build a surface glaze.** If the surface requires a full bodied prime coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with water and allow to dry before painting.

Brick

Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Acrylic Conditioner.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

CAUTIONS

For interior or exterior use.

Protect from freezing.

Not for use on floors

Before using, carefully read **CAUTIONS** on label.

CRYSTALLINE SILICA: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area.Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (**NIOSH** approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW	09/23/2021	LX03W0100	17 00
HOTW	09/23/2021	LX03V0100	13 00
FRC, SP			

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.

SuperPaint®

Exterior Latex Flat

A80-Series

SHERWIN WILLIAMS.

CHARACTERISTICS

SuperPaint Exterior Latex, with resistance to early dirt pick up, provides outstanding performance on properly prepared aluminum and vinyl siding, wood, hardboard, masonry, cement, brick, block, stucco, and metal down to a surface and air temperature of 35°F.

VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.

Color: Most Colors

Coverage: 350-400 sq. ft. per gallon @ 4 mils wet; 1.5 mils dry

Drying Time, @ 50% RH:

	@ 35-45°F	@ 45°F +
Touch:	2 hours	2 hours
Recoat:	24-48 hours	4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 0-5 units @ 85°

Tinting with CCE only:

Base:	oz. per gallon	Strength:
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor
Light Yellow	2-12	SherColor

Extra White A80W02151
(may vary by color)

VOC (less exempt solvents):
less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	37 ± 2%
Weight Solids:	53 ± 2%
Weight per Gallon:	11.28 lbs
Flash Point:	N/A
Vehicle Type:	100% Acrylic
Shelf Life:	36 months unopened
WVP Perms (US)	27.48 grains/(hr ft² in Hg)

Mildew Resistant
This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 08/31/2020, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N.A.
LEED® v4 & v4.1 VOC	Yes
EPD-NSF® Certified	N.A.
MIR-Manufacturer Inventory	N.A.
MPI®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush: Use a nylon-polyester brush.

Roller:

Use a high quality 3/8-3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray—Airless

Pressure	2000 p.s.i.
Tip	.015-.019 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection.

SPECIFICATIONS

SuperPaint Exterior Latex can be self-priming when used directly over existing coatings, or bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.

Use on these properly prepared surfaces:

Aluminum & Aluminum Siding[1],

Galvanized Steel[1]
2 coats SuperPaint Exterior Latex

Concrete Block, CMU, Split face Block
1 coat Loxon Acrylic Block Surfacer
2 coats SuperPaint Exterior Latex

Brick, Stucco, Cement, Concrete
1 coat Loxon Concrete and Masonry Primer[3]
or
Loxon Conditioner[2]
2 coats SuperPaint Exterior Latex

Cement Composition Siding/Panels
1 coat Loxon Concrete and Masonry Primer[3]
or
Loxon Conditioner[2]
2 coats SuperPaint Exterior Latex

Plywood
1 coat Exterior Latex Primer
2 coats SuperPaint Exterior Latex

***Vinyl Siding**
2 coats SuperPaint Exterior Latex

Wood (Cedar, Redwood)[4]
1 coat Exterior Oil-Based Wood Primer[2]
2 coats SuperPaint Exterior Latex

[1] On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

[2] Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

[3] Not for use at temperatures under 40°F. See specific primer label for that product's application conditions.

[4] Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Other primers may be appropriate. Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

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SuperPaint®
Exterior Latex Flat

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (**NIOSH** approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding-Panels:

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.

Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Masonry, Concrete, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. Concrete masonry units (CMU) - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Wood, Plywood, Composition Board:

Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.

Steel:

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco:

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

***Vinyl or other PVC Building Products:**

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, if needed prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

CAUTIONS

For Exterior use only
Protect from freezing.
Non-photochemically reactive.

Not for use on floors.

Before using, carefully read **CAUTIONS on label**

CRYSTALLINE SILICA, ZINC: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (**NIOSH** approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

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CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.

PERMA-CRETE® 4-603XI

Architectural Coatings

Perma-Crete Interior/Exterior Alkali Resistant Primer

GENERAL DESCRIPTION

Perma-Crete Alkali Resistant Primer is specifically designed for interior and exterior, above ground, wood, plaster, wallboard, and masonry surfaces. This primer provides excellent sealing and stain blocking performance. *Perma-Crete* Alkali Resistant Primer is formulated to seal and protect the topcoat from hot alkali found in plaster, masonry, and cement. It blocks out stains such as, water, smoke, ink, markers, and tannins. *Perma-Crete* Alkali Resistant Primer is ideal for use on a variety of exterior masonry projects including high-rise apartments and condominiums, tilt-up warehouses, hospitals, schools, concrete parking garage overheads, hotels, resorts and residential homes.

RECOMMENDED SUBSTRATES

Brick	Masonry
Concrete	Plaster
Concrete Block (CMU)	Stucco
Fiber Cement	Tilt-Up/Pre-Cast Concrete
Gypsum Wallboard-Drywall	Wood

CONFORMANCE STANDARDS

VOC compliant in all regulated areas
MPI approved in category 3

TINTING AND BASE INFORMATION

4-603XI White (Tintable)

Refer to the appropriate color formula book, automatic tinting equipment, and or computer color matching system for color formulas and tinting instructions.

PACKAGING

1-Gallon (3.78 L)
5-Gallon (18.9 L)

PRODUCT DATA

PRODUCT TYPE:	100% Acrylic Latex
SHEEN:	Non-Flat
VOLUME SOLIDS:	40% +/- 2%
WEIGHT SOLIDS:	52% +/- 2%
WEIGHT/GALLON:	10.5 lbs. (4.8 kg) +/- 0.2 lbs. (91 g)
VOC:	<100 g/L (0.8 lbs./gal.)

COVERAGE: 250 to 450 sq. ft. (23 to 42 sq. meters) per US gal. (3.78L)

Wet Film Thickness:	3.6 mils to 6.4 mils
Wet Microns:	91 to 163
Dry Film Thickness:	1.4 mils to 2.6 mils
Dry Microns:	36 to 66

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing.

DRYING TIME: Dry time @ 77°F (25°C); 50% relative humidity.

To Touch:	30 minutes
To Recoat:	2 to 4 hours

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement. For example, product applied at 35°F (2°C) would require a minimum of 24 hours before recoat. Drying is important to stain-blocking properties. For maximum stain resistance, allow 24 hours before topcoating. If drying conditions are poor (low temperature, high humidity), longer drying times are required to achieve stain blocking.

CLEANUP: Clean tools and hands immediately with warm, soapywater.

DISPOSAL: Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

FLASH POINT: Over 200°F (93°C)

FEATURES AND BENEFITS

Features	Benefits
Alkali Resistance	Can apply to fresh concrete at 7 days and a pH less than 13
Excellent Stain Blocker	Blocks water, smoke, ink, markers, and tannins
Application to 35°F (2°C)	Extends the painting season
High Solids	Better coverage
Efflorescence Resistance	Minimizes white crusty salt deposits
Seals and Prepares Recommended Substrates	Minimizes moisture damage and prepares the surface for topcoating
Adhesion	Minimizes peeling and cracking
Excellent Application Properties	Reduces application time and provides a natural uniform appearance
Mildew Resistant Coating	Mildew and fungal growth resistance on paint film

PERFORMANCE DATA

Property	Test Method	Results
Flexibility	ASTM D522B	Pass
Mildew Resistance	ASTM D5590	No growth
Alkali Resistance	TTP-1511B	Passes: no efflorescence, blistering, saponification
Adhesion	ASTM D3359	Passes

Read Label and Safety Data Sheet Prior to Use. See other cautions on last page.

GENERAL SURFACE PREPARATION

Surfaces to be coated must be dry, clean, sound, and free from all contamination including loose and peeling paint, dirt, grease, oil, wax, concrete curing agents and bond breakers, chalk, efflorescence, mildew, rust, product fines, and dust. Remove loose paint, chalk, and efflorescence by wire brushing, scraping, sanding, and/or pressure washing. Caulk all cracks and open seams. Sand all glossy, rough, and patched surfaces. Feather back all rough edges to sound surface by sanding.

Remove mildew by washing with a mixture of 1 part liquid chlorine bleach to 3 parts water. Before use, be sure to read and follow instructions and warnings on label. Rinse thoroughly.

Dry substrate thoroughly to a moisture content under 12%. Clean laitant substrates in good condition by sweep blasting, power washing, wire brushing, etc. to remove loose material. After cleaning, vertical substrates that are laitant, may be conditioned with a coat of *Perma-Crete* Exterior Acrylic Clear Masonry Surface Sealer 4-808.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. In Canada contact a regional Health Canada office. Follow these instructions to control exposure other hazardous substances that may be released during surface preparation.

BRICK, CONCRETE, MASONRY and STUCCO: New concrete and masonry should cure for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 before priming. Painting glazed brick is not recommended due to potential adhesion problems.

GYPSUM WALLBOARD-DRYWALL: Nails or screws should be countersunk, and they along with any indentations should be mudded flush with the surface, sanded smooth and cleaned to remove any dust, then prime prior to painting the substrate.

FIBER CEMENT: Fiber cement board may present potential adhesion, alkali burn, and efflorescence problems. New board should be aged for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 and the moisture content must be less than 12% prior to priming and topcoating. All cracks and opens seams should be caulked to prevent water penetration. Pre-primed board from the manufacturer may not be uniformly or completely sealed. It is recommended that a primer be applied to ensure complete and uniform sealing prior to topcoating.

PLASTER: Plaster, hardcoat, skim coat, or other alkaline surfaces should be allowed to cure for at least 7 days and preferably 30 days prior to priming.

TILT-UP or PRE-CAST CONCRETE: New tilt-up or pre-cast should cure for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 before priming with an alkali resistant primer. Moisture content should be less than 12% prior to priming and topcoating. All bond breakers, release agents, and admix plasticizers must be removed to prevent adhesion problems. Bond breakers and similar surface contaminants should be removed as directed by the tilt-up manufacturer which can include specific cleaners, powerwashing, and/or surface profiling by mechanical methods. Surface chalk from the curing or aging process should be removed then sealed with an appropriate sealer to rebind and restore the surface to a sound condition. Additional surface preparation guidelines can be found by referring to Technical Bulletin HT-2 Guide on Painting Tilt-Up Concrete. Information or a copy of the bulletin can be obtained by calling 1-800-441-9695.

WOOD: Unpainted wood or wood in poor condition should be sanded smooth, wiped clean, then primed. Any knots or resinous areas must be primed before painting. Countersink all nails, putty flush with surface, then prime. Staining or tannin bleeding woods (like cedar or redwood) require two coats. The first coat must be completely dry before re-coating. For optimum tannin blocking performance, allow the first coat to dry a full 24 hours prior to the application of a second coat.

LIMITATIONS OF USE

Apply only when air and surface temperatures are 35°F (2°C) or above and surface is at least 5°F (3°C) above the dew point. Air and surface temperatures must remain 35°F (2°C) or above for the next 24 hours. For optimum application properties, bring material to at least 50°F (10°C) prior to application. Surface pH limitation is 7-13. Avoid exterior application late in the day when dew and condensation are likely to form or if rain or snow is expected.

PROTECT FROM FREEZING. KEEP OUT OF REACH OF CHILDREN.

While this product provides a mildew resistant coating, growth may still occur if the substrate is not properly prepared prior to painting and/or if the substrate is consistently exposed to conditions conducive to mold, mildew, and algae.

APPLICATION INFORMATION

Stir thoroughly before use. USE WITH ADEQUATE VENTILATION. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

Application Equipment: Apply with a high quality brush, roller, paint pad, or by spray equipment.

Airless Spray: Pressure 1800 - 2400 psi, tip 0.015" - 0.021", flow rate 1/2 gal/minute. Spray equipment must be handled with due care and in accordance with manufacturer's recommendation. High-pressure injection of coatings into the skin by airless equipment may cause serious injury.

Brush: Polyester/Nylon Brush
Roller: 3/8" - 3/4" nap roller cover
Thinning: Do not thin.

Permissible temperatures during application:

Material:	35 to 90°F	2 to 32°C
Ambient:	35 to 90°F	2 to 32°C
Substrate:	35 to 90°F	2 to 32°C

PRECAUTIONS

WARNING! HARMFUL IF INHALED. HARMFUL IF SWALLOWED. CAUSES RESPIRATORY TRACT IRRITATION. Do not breathe vapor or mist. Do not swallow. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling. Provide fresh air ventilation during and after application and drying. Avoid the inhalation of dust, particulates, spray or mist arising from the application of this preparation. Use personal protective equipment as required. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific SDS and label information. FIRST AID:** If swallowed, rinse mouth with water (only if the person is conscious). Call physician immediately. Do not induce vomiting unless directed to do so by medical personnel. If in eyes, rinse with water for 15 minutes. Check for and remove any contact lenses. If on skin, rinse well with water. Wash with soap and water. Get medical attention if irritation develops. If inhaled, remove to fresh air. Call physician immediately. Keep out of the reach of children. For workplace use, an SDS is available from your retailer or by calling (412) 492-5555. EMERGENCY SPILL INFORMATION: (412) 434-4515 (U.S.).

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SUN PROOF® 72-45XI Series

Architectural Coatings

PPG Sun Proof Exterior 100% Acrylic Latex Flat

GENERAL DESCRIPTION

Sun Proof Exterior 100% Acrylic Latex is specifically formulated to meet the performance requirements of the residential and commercial markets. The new and improved formula provides excellent durability, great dirt resistance, low temperature application and excellent adhesion. *Sun Proof* can be used on properly prepared and primed new and previously painted exterior siding, doors, trim and windows. Vinyl siding and similar plastic composites should not be painted with a color darker than the original color. Painting vinyl siding or plastic composites with a darker color may cause them to warp. Color selection for use over vinyl siding is limited. For information, call 1-800-441-9695.

RECOMMENDED SUBSTRATES

Aluminum	Ferrous Metal	Stucco
Brick	Fiber Cement	Vinyl
Concrete	Masonry	Wood

CONFORMANCE STANDARDS

VOC compliant in all regulated areas
MPI approved in category #10

PRODUCT INFORMATION

72-45XI	Super White
72-110XI	White & Pastel Base
72-150XI	Midtone Base*
72-300XI	Ultra Deep Base*
72-351XI	Black

*Must be tinted before use.

Refer to the appropriate color formula book, automatic tinting equipment, and or computer color matching system for color formulas and tinting instructions.

PACKAGING

Quart (946 mL)
1-Gallon (3.78 L)
5-Gallon (18.9 L)

Not all products are available in all sizes.

PRODUCT DATA

PRODUCT TYPE:	100% Acrylic Latex
SHEEN:	Flat: 2-5 @60°; 2-5 @85°
VOLUME SOLIDS*:	41% +/- 2%
WEIGHT SOLIDS*:	59% +/- 2%
WEIGHT/GALLON*:	12.0 lbs. (5.4 kg) +/- 0.2 lbs. (91 g)
VOC:	<50 g/L (0.4 lbs./gal.)

*Product data calculated on product 72-110XI.

COVERAGE: Approximately 300 to 400 sq. ft. (28 to 37 sq. meters) per U.S. Gallon (3.78L) on smooth, nonporous surfaces.

Wet Film Thickness:	4.0 to 5.3 mils
Wet Microns:	102 to 135
Dry Film Thickness:	1.6 to 2.2 mils
Dry Microns:	41 to 56

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing.

DRYING TIME: Dry time @ 77°F (25°C); 50% relative humidity.

To Touch:	1 hour
To Recoat:	2-4 hours
To Full Cure:	30 days

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement. For example, product applied at 35°F (2°C) would require a minimum of 24 hours before recoat.

CLEANUP: Clean tools with warm, soapy water.

DISPOSAL: Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

FLASH POINT: Over 200°F (93°C)

FEATURES / BENEFITS

Features	**Benefits**
Excellent Dry & Wet Adhesion	Minimizes cracking and peeling
Great Dirt Resistance	Stays clean
Flash Rust Resistance	Beauty lasts
100% Acrylic Latex Formulation	Excellent longevity and overall durability
Low VOC, <50g/L	Meets the most stringent VOC regulations nationwide
Thick, Full-Bodied Application	Smooth application, minimizes drips and runs
Provides Mildew Resistant Coating	Resists the formation of mold and mildew on the paint film
Durable, Tough Finish	Resists chipping
Application Down to 35°F (2°C)	Extends the painting season
MPI #10 Approval	Meets strict performance and aesthetic requirements

Read Label and Safety Data Sheet prior to use. See other cautions on last page.

GENERAL SURFACE PREPARATION

Surface must be clean and dry. Remove all loose, peeling paint, dirt, mildew, grease, oil, chalk, rust, and any other surface contaminants. Repair all moisture problems. Blistering and peeling issues are commonly caused by moisture behind the paint film. Putty all nail holes and caulk all cracks and open seams. Sand all glossy, rough and patched surfaces. When applied to an uncoated substrate or to bare wood, two coats are required with the first coat acting as the primer. For metal, tannin staining woods, fresh concrete or masonry (less than 30 days cure), or chalky surfaces, use of the appropriate high quality specialty primer is recommended for best results.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. Follow these instructions to control exposure to other hazardous substances that may be released during surface preparation.

ALUMINUM: This substrate may present potential adhesion problems. Any coating applied directly to aluminum should be spot applied, allowed to cure overnight, and then evaluated for adhesion. If adhesion is good, the application may proceed.

BRICK: New brick and mortar should cure for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 before priming. Painting glazed brick is not recommended due to potential adhesion problems.

CONCRETE and MASONRY: New concrete should cure for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 before priming.

FERROUS METAL: The surface must be cleaned thoroughly to remove any dust, rust, and surface contaminants, and then primed.

FIBER CEMENT: Fiber cement siding and trim board may present potential adhesion, alkali burn, and efflorescence problems. New board should be aged for at least 30 days prior to priming and painting. The pH of the substrate must be less than 13 and the moisture content must be less than 12% prior to priming and topcoating. All cracks and opens seams should be caulked to prevent water penetration. Pre-primed board from the manufacturer may not be uniformly or completely sealed. It is recommended that an alkali resistant primer be applied to ensure complete and uniform sealing prior to topcoating.

STUCCO: New stucco should cure for at least 7 days and preferably 30 days prior to priming and painting. The pH of the substrate must be less than 13 before priming. Surface chalk from the curing or aging process should be removed then sealed with an appropriate sealer to rebind and restore the surface to a sound condition.

VINYL and ARCHITECTURAL PLASTIC: Vinyl and similar architectural plastics may present potential adhesion problems. A primer may be required to promote proper adhesion. Consult the manufacturer's guidelines prior to painting. Primer and topcoat should be spot applied, allowed to cure overnight, then evaluated for adhesion. If adhesion is good, the application may proceed. Check adhesion by applying a piece of masking tape. When the masking tape is removed, if the coating peels off, the surface must be scuff sanded prior to proceeding to ensure mechanical adhesion. Vinyl siding and similar plastic composites should not be painted with a color darker than the original color. Painting vinyl siding or plastic composites with a darker color may cause them to warp. Color selection for use over vinyl siding is limited. For information, call 1-800-441-9695.

WOOD: Unpainted wood or wood in poor condition should be sanded smooth, wiped clean, then primed. Any knots or resinous areas must be primed before painting. Countersink all nails, putty flush with surface, then prime.

RECOMMENDED PRIMERS

Aluminum	17-921XI
Brick	4-503, 4-603XI, 17-921XI
Concrete & Masonry	4-503, 4-603XI, 17-921XI, Self-priming
Ferrous Metal	4020, 90-712, 90-912
Fiber Cement	4-2, 4-503, 4-603XI, Self-priming
Stucco	4-2, 4-503, 4-603XI, 4-808, 4-809, 4-898, Self-priming
Vinyl	17-921XI
Wood	17-921XI, Self-priming

LIMITATIONS OF USE

Apply only when air, surface, and product temperatures are above 35°F (2°C) and at least 5°F (3°C) above the dew point. Air and surface temperatures must remain above 35°F (2°C) for the next 48 hours. Do not apply late in the day when dew and condensation are likely to form or if rain or snow is expected. On large expanses of metal, temperatures must be 50°F (10°C) or higher.

PROTECT FROM FREEZING.

Not recommended for use on steps or floors.

While this product provides a mildew resistant coating, growth may still occur if the substrate is not properly prepared prior to painting and/or if the substrate is consistently exposed to conditions conducive to mold, mildew, and algae.

APPLICATION INFORMATION

Stir thoroughly before using and occasionally when in use. When using more than one can of the same color, intermix to ensure color uniformity. USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

Application Equipment: Apply with a high-quality brush, roller, paint pad, or by spray equipment.

Airless Spray: Pressure 1500 to 2000 psi; tip 0.015" to 0.021". Spray equipment must be handled with due care and in accordance with manufacturer's recommendation. High-pressure injection of coatings into the skin by airless equipment may cause serious injury.

Brush: Polyester/Nylon Brush
Roller (nap roller cover): 3/8" - 3/4"

Thinning: Do not thin.

Permissible temperatures during application:

Material:	35 to 90°F	2 to 32°C
Ambient:	35 to 100°F	2 to 38°C
Substrate:	35 to 100°F	2 to 38°C

PRECAUTIONS

WARNING! HARMFUL IF SWALLOWED. CAUSES RESPIRATORY TRACT IRRITATION. MAY CAUSE ALLERGIC SKIN REACTION. Sanding and grinding dusts may be harmful if inhaled. Do not swallow. Do not get on skin or clothing. Avoid breathing vapor or mist. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling. Provide fresh air ventilation during and after application and drying. Avoid the inhalation of dust, particulates, spray or mist arising from the application of this preparation. Use personal protective equipment as required. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific SDS and label information. FIRST AID:** If swallowed, rinse mouth with water (only if the person is conscious). Call physician immediately. Do not induce vomiting unless directed to do so by medical personnel. If in eyes, rinse with water for 15 minutes. Check for and remove any contact lenses. In case of contact, immediately flush skin with plenty of water while removing contaminated clothing and shoes. Get medical attention if irritation develops. If inhaled, remove to fresh air. If experiencing respiratory symptoms call a POISON CENTER or doctor/physician. Keep out of the reach of children. For workplace use, an SDS is available from your retailer or by calling (412) 492-5555. EMERGENCY SPILL INFORMATION: (412) 434-4515 (U.S.).

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113.05A

Pro Industrial™ Pro-Cryl®
Universal Primer

B66-1300 Series

SHERWIN WILLIAMS.

CHARACTERISTICS

Pro Industrial Pro-Cryl® Universal Primer is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and was designed for both construction and maintenance applications. It can be used as a primer under water-based or solvent-based high performance topcoats.

Features:
- Rust inhibitive, corrosion resistant
- Single component
- Early moisture resistant
- Fast dry
- Lower temperature application 40°F
- Interior and exterior use
- Suitable for use in USDA inspected facilities

For use on properly prepared:
Steel, Galvanized & Aluminum, wood

Finish:	Low Sheen
Color:	Off White, Medium Grey, and Red Oxide

Recommended Spreading Rate per coat:

Wet mils:	5.0-10.0
Dry mils:	1.9-3.8
Coverage:	160-320 sq.ft. per gallon
Theoretical Coverage:	609 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.
Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@40°F	@77°F	@120°F
To touch	2 hours	40 minutes	20 minutes
Tack free	8 hours	2 hours	1 hour
To recoat	16 hours	4 hours	2 hours

Tinting: **DO NOT TINT**

Off White B66W01310
(may vary by base)

V.O.C. (less exempt solvents):
less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	38 ± 2%
Weight Solids:	49 ± 2%
Weight per Gallon:	10.09 lb
Flash Point:	N/A
Shelf Life:	36 months, unopened

COMPLIANCE

As of10/11/2021, Complies with:

OTC	**Yes**
OTC Phase II	**Yes**
S.C.A.Q.M.D.	**Yes**
CARB	**Yes**
CARB SCM 2007	**Yes**
CARB SCM 2020	**Yes**
Canada	**Yes**
LEED® v4 & v4.1 Emissions	**Yes**
LEED® v4 & v4.1 V.O.C.	**Yes**
EPD-NSF® Certified	**Yes**
MIR-Manufacturer Inventory	**Yes**
MPI®	**Yes**

APPLICATION

Temperature:

minimum	40°F
maximum	120°F
	air, surface, and material
	At least 5°F above dew point
Relative humidity:	85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer:	Water
Airless Spray:	
Pressure	2000 p.s.i.
Hose	1/4 inch I.D.
Tip	.015 - .019 inch
Filter	60 mesh
Conventional Spray:	
Gun	Binks 95
Fluid Nozzle	66
Air Nozzle	63 PB
Atomization Pressure	60 p.s.i.
Fluid Pressure	25 p.s.i.
Reduction:	as needed up to 5 % by volume
Brush	Nylon-polyester
Roller Cover	3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. For best results on rusty surfaces, always apply first coat by brush. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

No painting should be done immediately after a rain or during foggy weather.

For optimal performance, this primer should be topcoated.
For exterior exposure, this primer should be topcoated within 14 days. If 14 days is exceeded remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Finish with appropriate topcoat.

SPECIFICATIONS

Acceptable Water Based topcoats:

1-2 coats Pro Industrial Acrylic Coating or
Pro Industrial Acrylic Dryfall
Pro Industrial DTM Acrylic
Pro Industrial Multi-Surface Acrylic
Pro Industrial Pre-Catalyzed Epoxy
Pro Industrail Pre-Catalyzed Urethane
Pro Industrial Water Based Acrolon 100
Pro Industrial Water Base Alkyd Urethane
Pro Industrial Water Based Catalyzed Epoxy
Sherwin-Williams Architectural Coatings

Acceptable Solvent Based topcoats:

Pro Industrial High Performance Epoxy
Pro Industrial Series
Industrial Enamels
Steel Master 9500 Silicone Alkyd
Tile-Clad HS Epoxy
Water Based Catalyzed Epoxy

The finishes listed above are representative of the product's use, other finishes may be appropriate.

continued on back

Pro Industrial™ Pro-Cryl®
Universal Primer

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (**NIOSH** approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Prime the area the same day as cleaned. Self priming

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Self priming.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Self priming.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Wood - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

SURFACE PREPARATION

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

PERFORMANCE

System Tested: (unless otherwise indicated)
Substrate: Steel
Surface Preparation: SSPC-SP10
Finish: 1 coat Pro Industrial Pro-Cryl Off White
1 coat Pro Industrial Acrylic Coating

Adhesion:
Method: ASTM D4541
Result: 500 p.s.i.

Corrosion Weathering:
Method: ASTM D5894, 10 cycles, 3360 hours
Result: Passes

Direct Impact Resistance:
Method: ASTM D2794
Result: greater than 140 inch lb.

Dry Heat Resistance:
Method: ASTM D2485
Result: 200°F

Flexibility:
Method: ASTM D522, 180° bend, 1/4 inch mandrel
Result: Passes

Moisture Condensation Resistance:
Method: ASTM D4585, 100°F, 1250 hours
Result: Passes

Pencil Hardness:
Method: ASTM D3363
Result: B

Salt Fog Resistance:
Method: ASTM B117, 1250 hours
Result: Passes

Provides performance comparable to products formulated In Lieu of federal specification: AA50557 and Paint Specification: SSPC-Paint 23.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.
FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW	10/11/2021	B66W01310	04 40
HOTW	10/11/2021	B66A01320	05 39
HOTW	10/11/2021	B66N01310	05 40
FRC			

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.

Pro Industrial™ DTM
Acrylic Eg-Shel

B66-1250 Series

SHERWIN WILLIAMS.

CHARACTERISTICS

Pro Industrial DTM Acrylic coating is an interior-exterior, water based, corrosion resistant acrylic coating for light to moderate industrial use. Designed for new construction or maintenance use and can be used directly over prepared substrates.

- Chemical Resistant
- Corrosion resistant
- Fast dry
- Flash rust-early rust resistance
- Suitable for use in USDA inspected facilities

Finish:	Eg-Shel 10-20° @60°
Color:	Most colors

Recommended Spreading Rate per coat:

Wet mils:	6.0-9.5
Dry mils:	2.5-4.0
Coverage:	168-270 sq.ft. per gallon
Theoretical Coverage:	673 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.
Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@110°F
To touch	1 hour	20 minutes	10 minutes
Tack free	2 hours	45 minutes	30 minutes
To recoat	2 hours	1 hour	1 hour

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-6	SherColor
Deep Base	6-12	SherColor
Ultradeep Base	10-12	SherColor
Real Red	0-12	SherColor
Vivid Yellow	0-14	SherColor

Extra White B66W01251
(may vary by color)

V.O.C. (less exempt solvents): unreduced
less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	42 ± 2%
Weight Solids:	55 ± 2%
Weight per Gallon:	10.61 lb
Flash Point:	N/A
Vehicle Type:	Acrylic
Shelf Life:	36 months, unopened

Store indoors at 40°F to 100°F.

COMPLIANCE

As of 06/16/2020, Complies with:

OTC	**Yes**
OTC Phase II	**Yes**
SCAQMD	**Yes**
CARB	**Yes**
CARB SCM 2007	**Yes**
Canada	**Yes**
LEED® v4 & v4.1 Emissions	**Yes**
LEED® v4 & v4.1 V.O.C.	**Yes**
EPD-NSF® Certification	**Yes**
MIR-Manufacturer Inventory	**No**
NSF® Certification	
MPI®	**Yes**

APPLICATION

Temperature:	
minimum	50°F / 10°C
maximum	110°F / 43°C
	air, surface, and material
	At least 5°F above dew point
Relative humidity:	85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer:	Water
Airless Spray:	
Pressure	1500 p.s.i.
Hose	1/4 inch I.D.
Tip	.017 - .021 inch
Filter	60 mesh
Conventional Spray:	
Gun	Binks 95
Fluid Nozzle	66
Air Nozzle	63 PB
Atomization Pressure	50 p.s.i.
Fluid Pressure	10-20 p.s.i.
Reduction	Not recommended
Brush	Nylon-polyester
Roller Cover	1/4-3/8 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Overspray landing on hot surfaces may adhere to these surfaces. Immediately remove overspray from hot surfaces before adhesion occurs.

SPECIFICATIONS

Steel*
2 coats Pro Industrial DTM Acrylic

Steel:
1 coat Pro Industrial Pro-Cryl Primer
or Pro Industrial DTM Primer/Finish
or Kem Bonds HS
or Zinc Clad Primer
1-2 coats Pro Industrial DTM Acrylic

Aluminum:
1-2 coats Pro Industrial DTM Acrylic

Aluminum (Water Based Primer):
1 coat Pro Industrial Pro-Cryl Primer
1-2 coats Pro Industrial DTM Acrylic

Concrete Block (CMU):
1 coat Pro Industrial Heavy Duty Blockfiller
or Loxon Acrylic Block Surfacer
1-2 coats Pro Industrial DTM Acrylic

Concrete/Masonry:
1 coat Loxon Concrete & Masonry Primer (if needed)
or Loxon Conditioner (if needed)
2 coats Pro Industrial DTM Acrylic

Drywall:
1 coat ProMar 200 Zero V.O.C. Primer
1-2 coats Pro Industrial DTM Acrylic

Galvanizing:
2 coats Pro Industrial DTM Acrylic

Pre-Finished Siding: (Baked-on finishes)
1 coat Bond-Plex Waterbased Acrylic
or DTM Bonding Primer
1-2 coats Pro Industrial DTM Acrylic

Wood, exterior:
1 coat Exterior Wood Primer
1-2 coats Pro Industrial DTM Acrylic

Wood, interior:
1 coat Premium Wall & Wood Primer
1-2 coats Pro Industrial DTM Acrylic

*Application of coating on unprimed steel may cause pinpoint rusting. Safety Colors, Deep Base, and ultradeep colors require a prime coat for maximum durability, adhesion, and corrosion protection.

Zinc Primers - Refer to the zinc technical data sheet application procedures and performance tips prior to topcoating.

continued on back

Pro Industrial™DTM
Acrylic Eg-Shel

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (**NIOSH** approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 55°F (13°C) before filling. Use Pro industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13, Nace 6, ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile.

SURFACE PREPARATION

Previously Painted Surface - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/ water solution.

PERFORMANCE

System Tested: (unless otherwise indicated)
Substrate: Steel
Surface Preparation: SSPC-SP10
Finish: 2 coats Pro Industrial DTM Acrylic B66W01251, 3.0 D.F.T. per coat

Adhesion:
Method: ASTM D4541
Result: 1365 p.s.i.

Corrosion Weathering*:
Method: ASTM D5894, 7 cycles
Result: Rating 10, per ASTM D714 for Blistering. Rating 10 per ASTM D1654 for corrosion

Direct Impact Resistance:
Method: ASTM D2794
Result: greater than 176 inch lb.

Dry Heat Resistance:
Method: ASTM D2485
Result: 300°F

Flexibility:
Method: ASTM D522, 1/8 inch mandrel
Result: Pass

Humidity Resistance*:
Method: ASTM D4585, 2186 hours
Result: Rating 10 per ASTM D714 for blistering. Rating 10 per ASTM D1654 for corrosion

Pencil Hardness:
Method: ASTM D3363
Result: 3.5B

*over Pro Industrial Pro-Cryl Primer

No painting should be done immediately after a rain or during foggy weather.
Do not paint on wet surfaces.
Check adhesion by applying a test strip to determine the readiness for painting.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW 06/16/2020 B66W01251 22 33
FRC

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.

QP QuickPaintingGROUP

Letter of Transmittal

Quick Painting Group is an experienced company on preparation and application of different finishes addressed to the customer's requirements and needs, achieving architectural and decorative requirements as well as protective and restorations of the surfaces. It is only performed with our long experienced and prepared crew, from the helper to the superintendent intervening our projects.

Stucco and Exterior painting of four (4) City owned Facilities project for City of Opa-Locka will be one more of a lot of projects that we already accomplished without complaints and following the product manufacturers lines to warrant the project since the project delivery until final of the warranty, even more.

The most important step in this project is the surface preparation, using selected tools under the NACE SP Standards we can remove and leave the surface ready to be resurfaced with an appropriate mortar finish product that you can choose in the product list attached in this bid package. We are on charge to apply the product as the manufacturer recommends in the PDS also attached for your reference.

Once we have done this step, we proceed to caulk and fix any imperfections in the waterproofing system of each building.

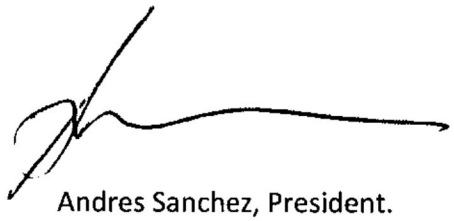
Our last step before to complete the Punch List, we will apply primer and finish coat under manufacturer recommendations to leave a surface already protected and visually attractive for the property users. As we described before, every step has a product recommendation to choose from the- product list, with its PDS.

Our personal key will be Andres Sanchez (Ph. 786-451-0886 10476 NW 61 Ln, Doral, FL 33178), owner, and president of the company, the most experienced and studied for this project

QP QuickPaintingGROUP

followed by Yovanni Cabadia (Ph. 786-985-8509, 890 31st St, Hialeah, FL 33013), South Florida Superintendent, our second most experienced employee in this region.

Andres Sanchez, as representative of Quick Painting Group, understands and accepts the terms and conditions as well as the requirements to complete the project RFP NO. 22-1213200 issued by City of Opa-Locka. Quick Painting Group hereby commits to complete the project at the prices offered in this bid package.



Andres Sanchez, President.

Assistant Manager Department
9867 S Orange Blossom Trl #109, Orlando, FL 32837 – Phone: (407) 733-0401
Email: info@quickpaintinggroup.com

QP QuickPaintingGROUP

Name of Firm: **Quick Painting Group**

Federal Employer Identification Number (EIN): **47-4392503**

Legal Status: **S Corporation**

State of incorporation: **FL**

Date of Incorporation: **06/24/2015**

Dun & Bradstreet number: **049675086**

State of Florida License Number:

- Business Certificate of Competency: **15BS00421**
- Commercial Building Contractor: **CBC1265924**

Name of Contact Person: **Andres Sanchez**

Title: **President**

Professional Employees: **1 President, 1 VP, 1 Front Desk, 1 Estimator Manager, 1 Estimator Junior, 2 Superintendent, 1 Community Manager, 1 Treasurer, 1 HHRR Manager.**

E-Mail Address: info@quickpaintinggroup.com

Mailing and Local Address: **9867 S Orange Blossom Trl, Ste 109, Orlando, FL 32837**

Regular Business Hours: **7:30 AM – 5:30 PM**

Telephone: **407-733-0401**

Website: www.quickpaintinggroup.com

QP QuickPaintingGROUP

Quick Painting Group, Corp. is a painting company localized in the heart of Central Florida. We are specialized in commercial painting and industrial coatings application. We started as an independent small group in Florida working and earning experience for 11 years until we finally decided to open our own business. Therefore, our wishes to grow and improve ourselves made it possible for Quick Painting Group to born and open its doors 7 years ago. Since the moment we took that big step, we've been working hard toward our goals of delivering the best quality job while maintaining competitive prices in the State of Florida.

Quick Painting Group, Corp. is a company based on honesty, integrity, and professionalism. We take care of providing a first-class finish through our experienced and responsible workforce. We ensure the use of high-quality products worldwide approved like T-nemec, Carboline, Sherwin-Williams, Benjamin-Moore, and PPG Paints guaranteeing long durability our projects.

Among our certifications, we are enrolled as SBE by the Department of Homeland Security (available through E-Verify). We are also certified in organizations such as SSPC (The Society for Protective Coatings), PDCA (Painting and Decorating Contractor of America), and NACE Level 1 - Certified, Cert. No. 103590, Building Contractor Certified by the State of Florida, License No. CBC1265924, and Business Certificate of Competency Holder, License No. 15BS00421. In addition, we are recognized as applicators of T-nemec Protective Coatings. As well, we are into OSHA regulations and our workers are trained and certified to work in hazard conditions by them to accomplish the duties and customer requirements.

Currently, we have multiple years of experience in Federal, Statal and different municipalities contracts as well as large-scale projects in the private sector. We have performed jobs throughout the whole state of Florida like multiple painting and restauration services for the Florida Department of Transportation, City of Tampa, Alachua County, Biscayne National Park,

Assistant Manager Department
9867 S Orange Blossom Trl #109, Orlando, FL 32837 – Phone: (407) 733-0401
Email: info@quickpaintinggroup.com

QP QuickPaintingGROUP

City of Fort Pierce, Pasco County, City of Coral Springs, City of Pembroke Pines, Orange County, St. Johns County Airport, City of Bradenton, Keys Schools, Osceola Schools, Manatee Schools, Lakeland Housing Authority, Ft. Pierce Housing Authority, Pahokee Housing Authority, Pinellas County Schools, City of Plantation, Palm Beach County Utilities, City of Sunrise, City of Miramar, among others. While in the private sector, we can mention renounced contractors as Kaufman Lynn, Kast Construction, and DeAngelis Diamond Construction important smalls and medium business.

Quick Painting Group Corp. has at its disposal 8 vehicles properly equipped with the best manufacturers machines as Graco, Titan, Cesco, Mi-T-M, Dwell Power Tools, Purdy Hand Tools, among others.

Andres Sanchez, President.

Assistant Manager Department
9867 S Orange Blossom Trl #109, Orlando, FL 32837 – Phone: (407) 733-0401
Email: info@quickpaintinggroup.com

QP QuickPaintingGROUP

Experience of the principal members

Name	Position	Work performed and degrees	Yrs. Exp
Andres Sanchez	President and Superintendent	Bachelor's Degree: Lawyer. Painting Services, Project Management, Certificate of Commercial Building Contractor Holder Nro. CBC1265924	13
Daniel Sanchez	Estimator Manager	Bachelor's Degree: Mechanical Engineering. NACE Coating Inspector Level 1 - Certified, Cert. No. 103590, MOT Advanced Course, Estimator Management	9
Mario Sanchez	Superintendent	Bachelor's Degree: Public Accountant. Painting Services Field Supervision, Protective Coating Services (SSPC-C1 Certificated), and Accountant Degree Graduated	8
Yovanni Cabadia	Field Supervisor	Bachelor's Degree: Lawyer. Painting Services and Field Supervision.	16

Andres Sanchez
President
Quick Painting Group Corp.

QP QuickPaintingGROUP

Date: 12/27/2022

SCHEDULE OF WORK

PROJECT: **Stucco and Exterior painting of four (4) City owned Facilities**

LOCATION: **12950 NW 42nd Ave**

Total time of work: 15 business days

	Activities	Time	Month	January																														
			Day	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Pressure Washing	Deliver to location	7:30 AM - 8:00 AM		X	X	X																													
	Equipments Setup	8:00 AM - 8:30 AM		X	X	X																													
	Pressure Washing	8:30 AM - 12:00 PM		X	X	X																													
	Lunch Time	12:00 PM - 1:00 PM		X	X	X																													
	Pressure Washing	1:00 PM - 4:30 PM		X	X	X																													
	Disconnect and storage	4:30 PM - 5:00 PM		X	X	X																													
Surface Preparation and Stucco Resurfacing	Equipments Setup	8:00 AM - 8:30 AM					X	X			X	X	X																						
	Surface Preparation	8:30 AM - 12:00 PM					X	X			X	X	X																						
	Lunch Time	12:00 PM - 1:00 PM					X	X			X	X	X																						
	Surface Preparation	1:00 PM - 5:00 PM					X	X			X	X	X																						
Primer Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM												X	X																				
	Primer Coat	8:30 AM - 12:00 PM												X	X																				
	Lunch Time	12:00 PM - 1:00 PM												X	X																				
	Primer Coat	1:00 PM - 4:30 PM												X	X																				
	Tools cleaning and Storage	4:30 PM - 5:00 PM												X	X																				
Finish Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM																X	X	X															
	Primer Coat	8:30 AM - 12:00 PM																X	X	X															
	Lunch Time	12:00 PM - 1:00 PM																X	X	X															
	Primer Coat	1:00 PM - 4:30 PM																X	X	X															
	Tools cleaning and Storage	4:30 PM - 5:00 PM																X	X	X															
Cleaning and Delivery	Touch Up	8:00 AM - 4:00 PM																			X	X													
	Cleaning	4:00 PM - 5:00 PM																			X	X													
	Job Delivery	5:00 PM																				X													

Andres Sanchez

QP QuickPaintingGROUP

Date: 12/27/2022

SCHEDULE OF WORK

PROJECT: **Stucco and Exterior painting of four (4) City owned Facilities**

LOCATION: **780 Fisherman St**

Total time of work: 20 business days

	Activities	Time	Month	January									February																							
			Day	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pressure Washing	Deliver to location	7:30 AM - 8:00 AM		X	X	X	X																													
	Equipments Setup	8:00 AM - 8:30 AM		X	X	X	X																													
	Pressure Washing	8:30 AM - 12:00 PM		X	X	X	X																													
	Lunch Time	12:00 PM - 1:00 PM		X	X	X	X																													
	Pressure Washing	1:00 PM - 4:30 PM		X	X	X	X																													
	Disconnect and storage	4:30 PM - 5:00 PM		X	X	X	X																													
Surface Preparation and Stucco Resurfacing	Equipments Setup	8:00 AM - 8:30 AM						X			X	X	X	X	X																					
	Surface Preparation	8:30 AM - 12:00 PM						X			X	X	X	X	X																					
	Lunch Time	12:00 PM - 1:00 PM						X			X	X	X	X	X																					
	Surface Preparation	1:00 PM - 5:00 PM						X			X	X	X	X	X																					
Primer Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM																X	X	X																
	Primer Coat	8:30 AM - 12:00 PM																X	X	X																
	Lunch Time	12:00 PM - 1:00 PM																X	X	X																
	Primer Coat	1:00 PM - 4:30 PM																X	X	X																
	Tools cleaning and Storage	4:30 PM - 5:00 PM																X	X	X																
Finish Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM																			X	X			X	X	X									
	Primer Coat	8:30 AM - 12:00 PM																			X	X			X	X	X									
	Lunch Time	12:00 PM - 1:00 PM																			X	X			X	X	X									
	Primer Coat	1:00 PM - 4:30 PM																			X	X			X	X	X									
	Tools cleaning and Storage	4:30 PM - 5:00 PM																			X	X			X	X	X									
Cleaning and Delivery	Touch Up	8:00 AM - 4:00 PM																										X	X							
	Cleaning	4:00 PM - 5:00 PM																										X	X							
	Job Delivery	5:00 PM																											X							

Andres Sanchez

QP QuickPaintingGROUP

Date: 12/27/2022

SCHEDULE OF WORK

PROJECT: **Stucco and Exterior painting of four (4) City owned Facilities**
LOCATION: **215 Perviz Ave**

Total time of work: 20 business days

	Activities	Time	Month	February									March																						
			Day	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pressure Washing	Deliver to location	7:30 AM - 8:00 AM		X	X	X	X	X																												
	Equipments Setup	8:00 AM - 8:30 AM		X	X	X	X	X																												
	Pressure Washing	8:30 AM - 12:00 PM		X	X	X	X	X																												
	Lunch Time	12:00 PM - 1:00 PM		X	X	X	X	X																												
	Pressure Washing	1:00 PM - 4:30 PM		X	X	X	X	X																												
	Disconnect and storage	4:30 PM - 5:00 PM		X	X	X	X	X																												
Surface Preparation and Stucco Resurfacing	Equipments Setup	8:00 AM - 8:30 AM									X	X	X	X	X			X	X																	
	Surface Preparation	8:30 AM - 12:00 PM									X	X	X	X	X			X	X																	
	Lunch Time	12:00 PM - 1:00 PM									X	X	X	X	X			X	X																	
	Surface Preparation	1:00 PM - 5:00 PM									X	X	X	X	X			X	X																	
Primer Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM																		X	X	X														
	Primer Coat	8:30 AM - 12:00 PM																		X	X	X														
	Lunch Time	12:00 PM - 1:00 PM																		X	X	X														
	Primer Coat	1:00 PM - 4:30 PM																		X	X	X														
	Tools cleaning and Storage	4:30 PM - 5:00 PM																		X	X	X														
Finish Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM																							X	X	X									
	Primer Coat	8:30 AM - 12:00 PM																							X	X	X									
	Lunch Time	12:00 PM - 1:00 PM																							X	X	X									
	Primer Coat	1:00 PM - 4:30 PM																							X	X	X									
	Tools cleaning and Storage	4:30 PM - 5:00 PM																							X	X	X									
Cleaning and Delivery	Touch Up	8:00 AM - 4:00 PM																										X	X							
	Cleaning	4:00 PM - 5:00 PM																										X	X							
	Job Delivery	5:00 PM																											X							

Andres Sanchez

QP QuickPaintingGROUP

Date: 12/27/2022

SCHEDULE OF WORK

PROJECT: **Stucco and Exterior painting of four (4) City owned Facilities**
LOCATION: **2331 NW 143rd St**

Total time of work: 14 business days

	Activities	Time	Month	March									April																							
			Day	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pressure Washing	Deliver to location	7:30 AM - 8:00 AM		X	X	X																														
	Equipments Setup	8:00 AM - 8:30 AM		X	X	X																														
	Pressure Washing	8:30 AM - 12:00 PM		X	X	X																														
	Lunch Time	12:00 PM - 1:00 PM		X	X	X																														
	Pressure Washing	1:00 PM - 4:30 PM		X	X	X																														
	Disconnect and storage	4:30 PM - 5:00 PM		X	X	X																														
Surface Preparation and Stucco Resurfacing	Equipments Setup	8:00 AM - 8:30 AM					X	X			X	X																								
	Surface Preparation	8:30 AM - 12:00 PM					X	X			X	X																								
	Lunch Time	12:00 PM - 1:00 PM					X	X			X	X																								
	Surface Preparation	1:00 PM - 5:00 PM					X	X			X	X																								
Primer Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM											X	X	X																					
	Primer Coat	8:30 AM - 12:00 PM											X	X	X																					
	Lunch Time	12:00 PM - 1:00 PM											X	X	X																					
	Primer Coat	1:00 PM - 4:30 PM											X	X	X																					
	Tools cleaning and Storage	4:30 PM - 5:00 PM											X	X	X																					
Finish Coat	Material Delivery and SetUp	8:00 AM - 8:30 AM																X	X	X																
	Primer Coat	8:30 AM - 12:00 PM																X	X	X																
	Lunch Time	12:00 PM - 1:00 PM																X	X	X																
	Primer Coat	1:00 PM - 4:30 PM																X	X	X																
	Tools cleaning and Storage	4:30 PM - 5:00 PM																X	X	X																
Cleaning and Delivery	Touch Up	8:00 AM - 4:00 PM																			X															
	Cleaning	4:00 PM - 5:00 PM																			X															
	Job Delivery	5:00 PM																			X															

Andres Sanchez

Quick Painting Group

9867 Orange Blossom Trl
Orlando, FL 32837 US
+1 4077330401
info@quickpaintinggroup.com
www.quickpaintinggroup.com

Estimate

ADDRESS
Joanna Flores
City of Opa-Locka
780 Fisherman St
Opa-Locka, FL 33054 USA

ESTIMATE 1230
DATE 12/28/2022

PRODUCT/SERVICE	QTY	UNIT	RATE	AMOUNT
General Conditions	1	Unit	4,800.00	4,800.00
Pressure Clean Buildings	1	LS	3,600.00	3,600.00
Stucco Work	1	Unit	6,000.00	6,000.00
Exterior Painting Primer and Finish Coat	1	Unit	9,600.00	9,600.00

RFP NO: 22-1213200 Stucco and Exterior painting of four (4) City owned Facilities

Public Works Operations Center

12950 NW 42nd Ave, Opa-Locka, FL 33054

SUBTOTAL	24,000.00
TAX	0.00
TOTAL	**$24,000.00**

Accepted By

Accepted Date

Quick Painting Group

9867 Orange Blossom Trl
Orlando, FL 32837 US
+1 4077330401
info@quickpaintinggroup.com
www.quickpaintinggroup.com

Estimate

ADDRESS
Joanna Flores
City of Opa-Locka
780 Fisherman St
Opa-Locka, FL 33054 USA

ESTIMATE 1231
DATE 12/28/2022

PRODUCT/SERVICE	QTY	UNIT	RATE	AMOUNT
General Conditions	1	Unit	11,200.00	11,200.00
Pressure Clean Buildings	1	LS	8,400.00	8,400.00
Stucco Work	1	Unit	14,000.00	14,000.00
Exterior Painting Primer and Finish Coat	1	Unit	22,400.00	22,400.00

RFP NO: 22-1213200 Stucco and Exterior painting of four (4) City owned Facilities

The Municipal Complex (City Hall)

780 Fisherman St, Opa-Locka, FL 33054

SUBTOTAL	56,000.00
TAX	0.00
TOTAL	**$56,000.00**

Accepted By

Accepted Date

Quick Painting Group

9867 Orange Blossom Trl
Orlando, FL 32837 US
+1 4077330401
info@quickpaintinggroup.com
www.quickpaintinggroup.com

Estimate

ADDRESS
Joanna Flores
City of Opa-Locka
780 Fisherman St
Opa-Locka, FL 33054 USA

ESTIMATE 1232
DATE 12/28/2022

PRODUCT/SERVICE	QTY	UNIT	RATE	AMOUNT
General Conditions	1	Unit	12,000.00	12,000.00
Pressure Clean Buildings	1	LS	9,000.00	9,000.00
Stucco Work	1	Unit	15,000.00	15,000.00
Exterior Painting Primer and Finish Coat	1	Unit	24,000.00	24,000.00

RFP NO 22-1213200 Stucco and Exterior painting of four (4) City owned Facilities

Sherbondy Village

215 Perviz Ave, Opa-Locka, FL 33054

SUBTOTAL	60,000.00
TAX	0.00
TOTAL	**$60,000.00**

Accepted By

Accepted Date

Quick Painting Group

9867 Orange Blossom Trl
Orlando, FL 32837 US
+1 4077330401
info@quickpaintinggroup.com
www.quickpaintinggroup.com

Estimate

1233
12/28/2022

Joanna Flores
City of Opa-Locka
780 Fisherman St
Opa-Locka, FL 33054 USA

PRODUCT/SERVICE	QTY	UNIT	RATE	AMOUNT
General Conditions	1	Unit	3,600.00	3,600.00
Pressure Clean Buildings	1	LS	2,700.00	2,700.00
Stucco Work	1	Unit	4,500.00	4,500.00
Exterior Painting Primer and Finish Coat	1	Unit	7,200.00	7,200.00

18,000.00

0.00

$18,000.00

Reference 1	
Client:	Pahokee Housing Authority
Location:	465 Friend Ter, Pahokee, FL 33476
Project:	McClure Village Exterior Painting Project and Porches Stucco Repairs
Amount:	$345,744.50
Dates:	07/01/2020 – 10/08/2021
Contact:	Inger Harvey – Executive Director
Telephone:	561-924-5565
Email:	iharvey@pahokeehousing.org
Reference 2	
Client:	Palm Beach County Water Utilities Department
Location:	12751 Hagen Ranch Road, Boynton Beach, FL 33437
Project:	IFB #22-025/SM Tank, Digester, Painting Coating Services, One Time Project (Resurfacing and Recoating of an Interior Tank)
Amount:	$329,572.87
Dates:	07/01/2022 – 11/30/2022
Contact:	Rebecca K. Rodriguez
Telephone:	561-381-5303
Email:	rkrodriguez@pbcwater.com
Reference 3	
Client:	City of Sunrise
Location:	13721 NW 21 Street, FL 33326
Project:	Fire Station 92 Apparatus Bay Floor Resurfacing
Amount:	$73,206.00
Dates:	06/20/2022 – 10/01/2022
Contact:	Anthony Martino
Telephone:	347-239-2925
Email:	AMartino@sunrisefl.gov
Reference 4	
Client:	City of Sunrise
Location:	10770 W Oakland Park Blvd, 3rd Floor, Sunrise, FL 33351
Project:	Fire Station 59 Apparatus Bay Floor Resurfacing
Amount:	$62,920.00
Dates:	10/02/2022 – 11/30/2022
Contact:	Jason Massa - Division Chief Support Services
Telephone:	954-746-3463
Email:	Jmassa@sunrisefl.gov

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Quick Painting Group

   Address: 9867 S Orange Blossom Trl Ste 109

   City, State, Zip: Orlando, FL 32837 Phone/Fax: 407-733-0401

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 06/23/15 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** — **Date Elected:**
   Andres Sanchez - President — 06/23/15

   Mario Sanchez - Superintendent — 06/23/15

   Andres Sanchez Sr. - Estimator — 06/23/15

   Yovanni Cabadia - Field Supervisor — 01/10/17

6. The length of time in business: 7 years

7. The length of time (continuous) in business as a service organization in Florida: 7 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $24,000

SUBMITTED THIS 20 DAY OF DECEMBER 2022.

BID SUBMITTED BY:

Quick Painting Group	407-733-0401
Company	Telephone Number
Andres Sanchez	
Name of Person Authorized to Submit Bid	Fax Number
	info@quickpaintinggroup.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $56,000

SUBMITTED THIS 20 DAY OF DECEMBER 2022.

BID SUBMITTED BY:

Quick Painting Group	407-733-0401
Company	Telephone Number
Andres Sanchez	
Name of Person Authorized to Submit Bid	Fax Number
	info@quickpaintinggroup.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $60,000

SUBMITTED THIS 20 DAY OF DECEMBER 2022.

BID SUBMITTED BY:

Quick Painting Group	407-733-0401
Company	Telephone Number
Andres Sanchez	
Name of Person Authorized to Submit Bid	Fax Number
	info@quickpaintinggroup.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $18,000

SUBMITTED THIS 20 DAY OF DECEMBER 2022.

BID SUBMITTED BY:

Quick Painting Group	407-733-0401
Company	Telephone Number
Andres Sanchez	
Name of Person Authorized to Submit Bid	Fax Number
	info@quickpaintinggroup.com
Signature	Email Address
President	
Title	

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title: President

Sworn and subscribed before this

27 day of December, 2022

_____

Notary Public, State of Florida

_____

(Printed Name)

Notary Public State of Florida
Daniel Sanchez
My Commission HH 064637
Expires 11/17/2024

My commission expires: 11/17/2024

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Quick Painting Group

Authorized Signature: _____

Print Name: Andres Sanchez

Title: President

Date: 12/27/2022

Brunt & Company, Inc.
10360 SW 186th Street
Unit #1594
Miami, Florida 33197
(833) 278-6820

Ms. Shamecca Lawson
Assistant City Manager
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

December 28, 2022

RE: RFP #22-1213200
Stucco and Painting of four (4) City Owned Facilities

Dear Ms. Lawson,

Thank you for this opportunity to present our qualifications and proposal documents for the above-named RFP. In accordance with your instructions, **we have included**

1. **An original and six (6) copies of the proposal documents (a total of 7) plus one electronic copy in pdf format (RFP pages 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35).** In addition, we have included
2. A copy of our General Contractor License #8B000919, and
3. A copy of our State of Florida DBPR General Building Contractor Registration #RG291103784.
4. Three (3) commercial business references (last 24 months):
    a. Kislak Mortgage Company, Miami Lakes, FL
    Contact: Devon Smith, (305) 775-5049
    b. Community Bible Baptist Church, Miami, Florida
    Contact: Pastor Ronald Smith, (786) 427-9702
    c. Family Worship Center Ministries International, Inc.
    Contact: Pastor Fraiser, (305) 332-5971
5. We are also in receipt of all addenda, including ADDENDUM-05: Date changed from December 20, 2022 at 2:00 p.m. to December 28, 2022 at 2:00 p.m.

We have carefully read all of the instructions, and will present evidence of General Liability coverage, Auto Liability coverage, and Workers' Compensation coverage (to include policy number, policy period, and specified amounts) upon award of contract.

ABOUT BRUNT & COMPANY

LARGEST PROJECT TO DATE

Our largest project to date is the **Community Bible Baptist Church** (CBBC) in Richmond Heights, a 12,500 square foot building, valued at $3 million, Rev. Ronald A. Smith, Pastor. The church was able to occupy the building in 2015 and is about to enter the classroom wing of the building **(in 2023)**. Our unlimited GC license enabled us to complete all of the site work on the 6.5 acre lot, including underground utilities and connections to the building, curbs, gutters, and sidewalks, the entire concrete

and steel envelope of the building, as well as all of the interior frame out, drywall and painting, and flooring. We still have working relationships with the major MEP (mechanical, electrical, and plumbing) subcontractors on the CBBC Project.

STRIP SHOPPING CENTER IN BROWARD

Brunt & Company also completed a strip shopping center in 2013 located at 1100 W. Sunrise Blvd., Ft. Lauderdale (just east of I-95). It is a large U-Haul self-storage facility with a plaza facing Sunrise Blvd. Brunt & Co. successfully completed

1) tenant build-out for **Infinity Nail Spa** (Unit 1116),
2) renovations for the **management office** (Unit 1124),
3) tenant buildout for **Tax Drz** (Unit 1130),
4) tenant build-out for **Pharmacare Drug store** (Units 1142 & 1150).

We also did the demolition at Unit 1100 - it was a Rent-a-Center before it was **Aaron Rents & Sells**. The owner at that time was developer Christopher Perry from Hilton Head, SC, with whom we maintain contact.

OTHER PROJECTS

Brunt & Company has also completed numerous other tenant build-out projects in Miami-Dade and Broward Counties, including **a project in Miami Lakes for Kislak Mortgage, O'Deeny's Caribbean Restaurant in Florida City**, as well as multiple residential renovation and roofing projects.

Thanks again,

Samuel J. Brunt
General Manager

ATTACHMENTS

Proposal documents (total of 7)
Copy of General Building Contractor License #08B000919
Copy of State of Florida DBPR General Building Contractor Registration #RG291103784.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:
   Name: Brunt + Company, Inc
   Address: 10360 SW 186th Street, Unit #1594
   City, State, Zip: Miami, FL 33197 Phone/Fax: (833) 278-6820

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 7/23/1997 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: N/A

5. **Name and Title of Principal Officers** **Date Elected:**

   Samuel Jay Brunt 7/23/1997
   Samuel James Brunt 06/01/2016

6. The length of time in business: 25 years

7. The length of time (continuous) in business as a service organization in Florida:
   25 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

SB.

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 30,664.00

SUBMITTED THIS 28th DAY OF December 2022.

BID SUBMITTED BY:

Brunt + Company, Inc.
Company

(833) 278-6820
Telephone Number

Samuel J. Brunt
Name of Person Authorized to Submit Bid

(305) 397-1462
Fax Number

Signature

Samb@bruntconstruction.com
Email Address

General Manager
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 60,461.00

SUBMITTED THIS 28th DAY OF December 2022.

BID SUBMITTED BY:

Brunt + Company, Inc.
Company

(833) 278-6820
Telephone Number

Samuel J. Brunt
Name of Person Authorized to Submit Bid

(305) 397-1462
Fax Number

Signature

Samb@bruntconstruction.com
Email Address

General Manager
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 48,150.00

SUBMITTED THIS 28th DAY OF December 2022.

BID SUBMITTED BY:

Brunt + Company, Inc.
Company

(833) 278-6820
Telephone Number

Samuel J. Brunt
Name of Person Authorized to Submit Bid

(305) 397-1462
Fax Number

Signature

Samb@bruntconstruction.com
Email Address

General Manager
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 60,724.00

SUBMITTED THIS 28th DAY OF December 2022.

BID SUBMITTED BY:

Brunt & Company, Inc.
Company

(833) 278-6820
Telephone Number

Samuel J. Brunt
Name of Person Authorized to Submit Bid

(305) 397-1462
Fax Number

Signature

Samb@bruntConstruction.com
Email Address

General Manager
Title

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

SB

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name Samuel J. Brunt

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Samuel T. Brunt (Name) the General Manager (Title/Position) of Brunt & Company, Inc. (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/28/2022
Date

Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Samuel J. Brunt **being first duly sworn, deposes and says that:**

(1) (He)/She/They is/are the Officer (Owner, Partner, Officer, Representative or Agent) of Brunt + Company, Inc. the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Allier Diaz
Witness

Adrian Gordon
Witness

By: _____
Signature

Samuel J. Brunt, General Manager
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: General Manager

Sworn and subscribed before this

28th day of December, 2022

_____

Notary Public, State of Florida

ANTONIO SEOANE
MY COMMISSION #HH314991
EXPIRES: SEP 22, 2026
Bonded through 1st State Insurance

Antonio Seoane

(Printed Name)

My commission expires: 9/22/2026

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Brunt + Company, Inc.

Authorized Signature: _____

Print Name: Samuel J. Brunt

Title: General Manager

Date: December 28, 2022

Miami-Dade County Contractor License Search Results 12/27/22, 8:15 pm

Contractor License Information

Contractor Number:	08B000919
Contractor name:	BRUNT & COMPANY INC
Address:	10360 SW 186TH ST UNIT 971594
City, St, Zip:	MIAMI F 33 L 19 7
Phone:	(786) 717-9230
Other Phone:	
Fax:	(305) 330-6279
Email:	BRUNTCOMPANY@GMA IL.COM
D/B/A:	
Contractor Status:	ACTIVE

Class	Category	Category Description	Expiration Date
BLDG	1	GENERAL (COUNTY)	09/30/2024

CONTRACTOR INQUIRY COMPLETE

MIAMI-DADE COUNTY

3025715

MIAMI-DADE COUNTY - STATE OF FLORIDA
LOCAL BUSINESS TAX
2022 - 2023 APPLICATION

N/A December 28, 2022

RENEWAL
RECEIPT: 3162583
STATE # 08B000919

DBA/BUSINESS NAME:
BRUNT & COMPANY INC

BUSINESS LOCATION:
10360 SW 186TH ST STE 1594
MIAMI, FL 33197-5001

OWNER/CORP.
BRUNT & COMPANY INC
C/O SAMUEL BRUNT PRES
PHONE # 305-204-6938

10360 SW 186TH ST STE 1594
MIAMI, FL 33197-5001

NAICS CODE: 2389

Print Blocking Flags:

Addt'l Doc Description: State/County License or Certificate

BUS. COMMENCEMENT DATE: 10/01/1993

SEC	TYPE OF BUSINESS
BLDG1	GENERAL BUILDING CONTRACTOR
1	

APPLICATION DETAILS

FEE		AMOUNT
Receipt Fee		30.00
UMSA Fee		30.00
Beacon Council Fee		15.00
Bingo Permit Fee		0.00
Nightclub Permit Fee		0.00
Multi-Municipal Contractor Fee		0.00
Restricted Contractor Fee		0.00
Library Fee		0.00
Transfer Fee		0.00
Doing Business without a License Penalty		0.00
Late Penalty		0.00
Collection Cost		0.00
NSF Fee		0.00
Prior Years Due		0.00
Amount Recently Paid	-	75.00
TOTAL AMOUNT DUE:		**0.00**

If no longer in business, please notify us in writing.

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax Receipt may also be required.

To pay online go to https://miamidade.county-taxes.com

To pay by mail, make check payable to:
Miami-Dade County Tax Collector
Business Tax
200 NW 2nd Avenue, 3rd Floor
Miami FL 33128

To pay in person go to:
200 NW 2nd Avenue, 1st Floor
(305) 270-4949
local.businesstax@miamidade.gov

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

MIAMI-DADE COUNTY - STATE OF FLORIDA LOCAL BUSINESS TAX
2022 - 2023 APPLICATION
3025715
BUSINESS LOCATION:
10360 SW 186TH ST STE 1594
MIAMI, FL 33197-5001

OWNER/CORP.
BRUNT & COMPANY INC
C/O SAMUEL BRUNT PRES

BRUNT & COMPANY INC
C/O SAMUEL BRUNT PRES
10360 SW 186TH ST STE 1594
MIAMI, FL 33197-5001

7+3162583+2023

Scan to pay

N/A December 28, 2022

RENEWAL
RECEIPT: 3162583
STATE # 08B000919

BUS. COMMENCEMENT DATE: 10/01/1993

SEC	TYPE OF BUSINESS
BLDG1	GENERAL BUILDING CONTRACTOR
1	

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED SEE INSTRUCTIONS ABOVE

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Dec 31, 2022	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023
Please Pay	$0.00	$0.00	$0.00	$0.00

70000000000000000000000031625832023000000075000000000000004

Florida dbpr Department of Business & Professional Regulation

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered General Contractor	BRUNT & COMPANY INC	DBA	RG291103784 Reg General	Current, Active 08/31/2023

Due 12/13/22 2pm

H N

H

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Sealed Proposals for the Stucco and Exterior painting of four (4) City owned Facilities will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, December 13, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Stucco and Exterior painting of four (4) City Owned Facilities.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1213200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 22, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Stucco and Exterior painting of four (4) City Owned Facilities.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, December 13, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1213200 –STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description

of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

The City of Opa-locka (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the city. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
c) Damage due to touching before paint is sufficiently dry or any other cause.
d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for exterior surfaces:

a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").

b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small, affected areas may be touched up. Large, affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when

undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state

ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The primary scope of work is for the **STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES** which includes, but is not limited to:

1. **Public Works Operations Center Building – 12950 NW 42nd Avenue Opa-locka, FL 33054**

   - **31,489 Sq. Ft. Two-Story Building**

   Specifications:
   We will be painting the exterior of the City of Opa-locka Public Works Building.

   Surfaces to be painted include:

   - Stucco/Block Walls
   - Previously painted metal roof flashings
   - Previously painted doors and door frames
   - Previously painted windows
   - The metal pole at the front entrance
   - Concrete Stairs and metal rail
   - Gutters and downspouts
   - The metal roll-up door on the right side of the building
   - The metal pole on the right side of the building
   - The metal gates at the garbage area

   - Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
   - Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
   - New caulking will be applied at any previously caulked areas.
   - Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
   - Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Metal Roll-Up Doors	TBD	Two
Gutter and Downspouts	TBD	Two
Concrete Stairs	TBD	Two

Additional Services

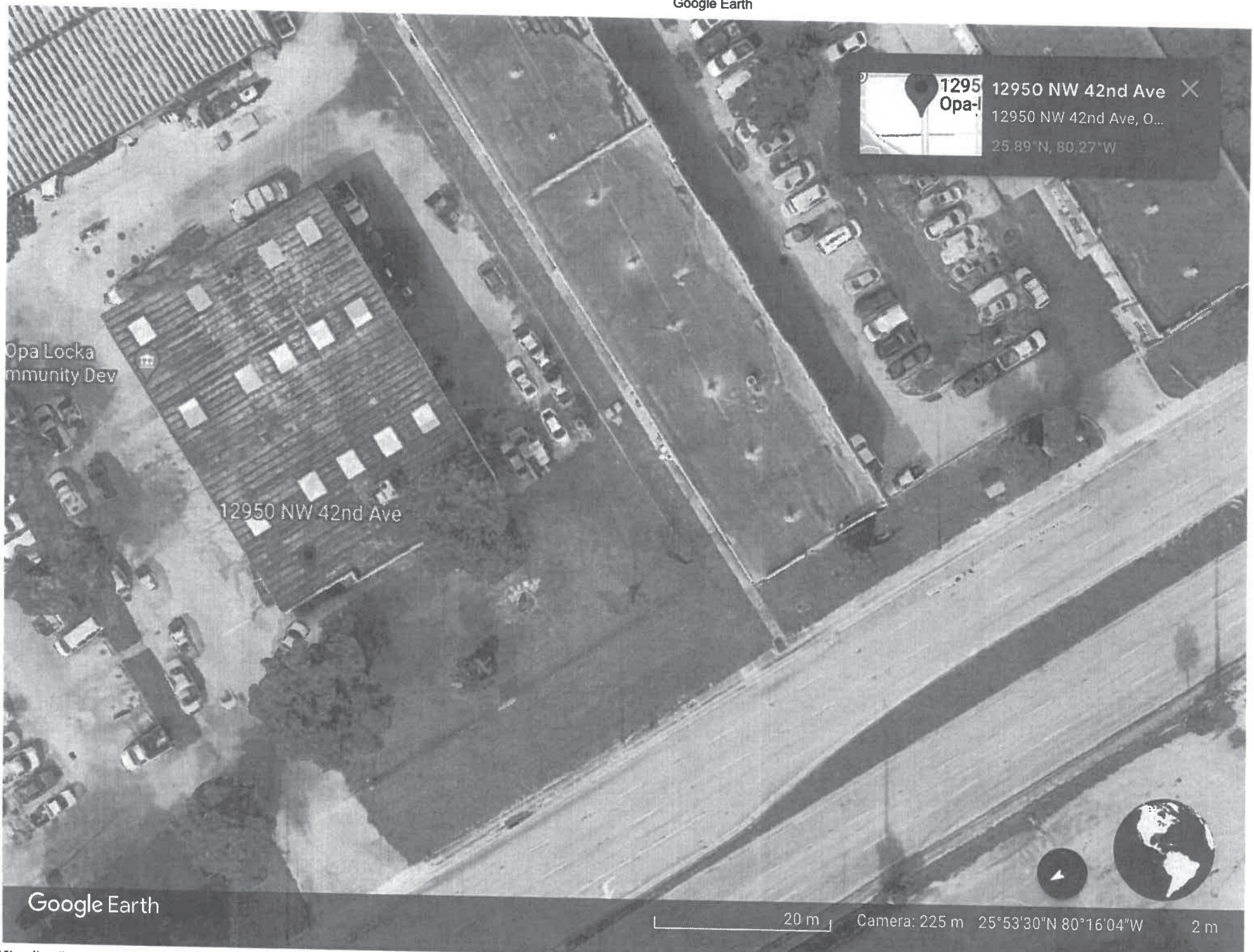
Surface Area	Color	Minimum Coats
Installation/Replacement of Hurricane Proof Windows	TBD	

Clean-Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:

All work shall be under warranty for two (2) years against blistering and peeling.


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Opa Locka
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12950 NW 42nd Ave
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Camera: 225 m 25°53'30"N 80°16'04"W
2 m

2. **The Municipal Complex (City Hall Building) - 780 Fisherman Street Opa-locka, FL 33054**

- **82,068 Sq. Ft. Four-Story Building**

We will be painting the exterior of the City of Opa-locka City Hall building. Surfaces to be painted include:

- Stucco/Block Walls
- Natural/Stained Overhangs
- Fascia and Trim
- Metal handrails at the front entrance
- Previously painted doors and door frames
- Previously painted windows
- Gutters and downspouts
- The metal pole on the front of the building
- The metal gates at the garbage area

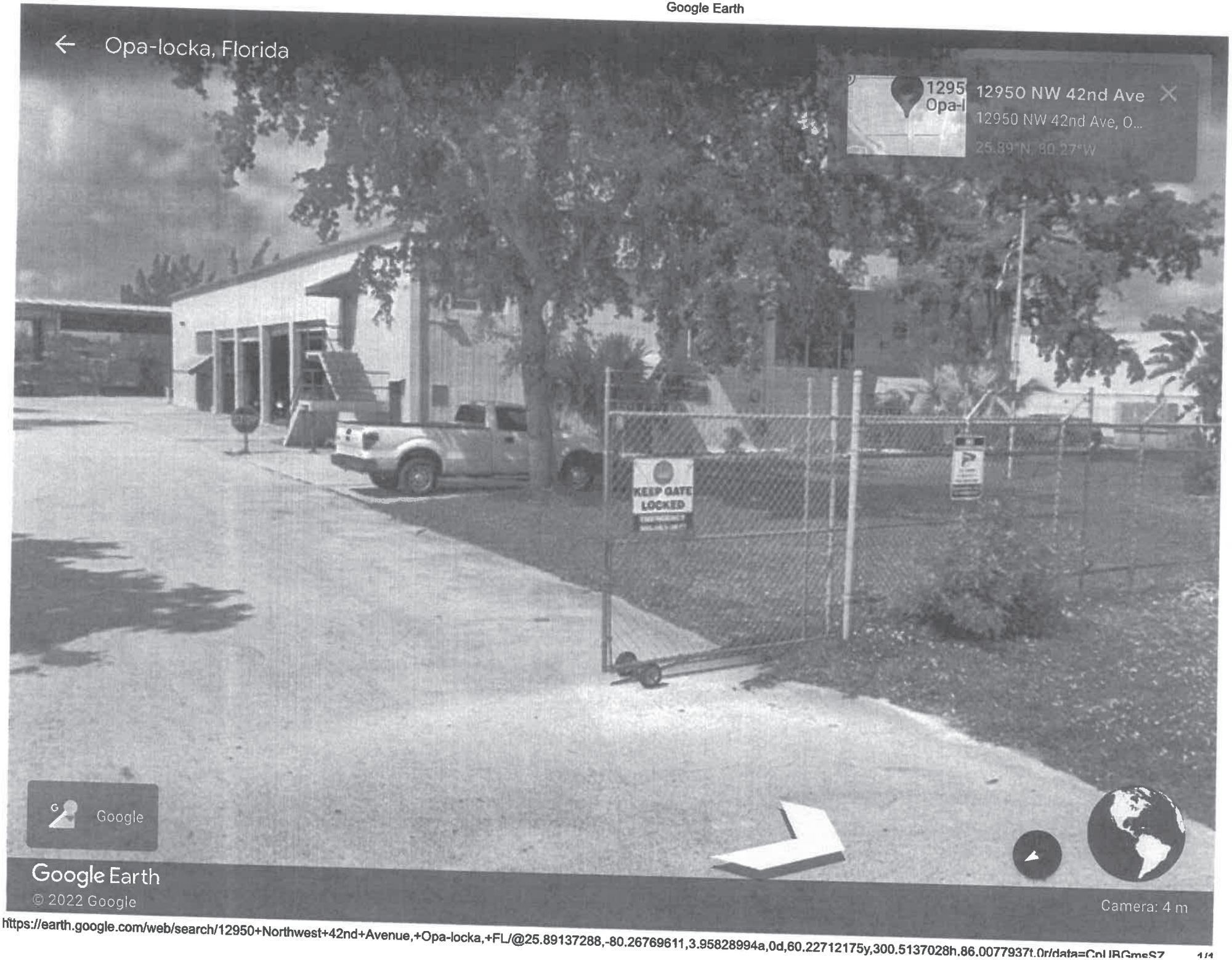
- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

GENERAL DESCRIPTION:

Painting To - Soffit/Overhangs, Stucco/Block, Windows, Doors, Door Frames, Gutters, Downspouts, Fascia, Metal, Handrails, Post.

INCLUDED DETAILS

Surface Area	Color	Coats
Stucco Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Gutters/Down Spouts	TBD	Two
Fascia	TBD	Two
Posts	TBD	Two
Metal Railing	TBD	Two


Opa-locka, Florida
1295
Opa-l
12950 NW 42nd Ave
12950 NW 42nd Ave, O...
25.89°N 80.27°W
KEEP GATE LOCKED
Google
Google Earth
© 2022 Google
Camera: 4 m

WARRANTY ON ALL WORK:

All work shall be under warranty for two (2) years against blistering and peeling.

Quality Service Integrity

HARTZELL

HARTZELL PAINTING INC.

LIMITED WARRANTY

IN CONJUNCTION WITH PAINT MANUFACTURER WARRANTY

PROJECT: Parkway Middle School/ Broward County School board

UPON PAYMENT in full pursuant to this contract, HARTZELL PAINTING will warranty for the period set forth above from the date of application, against the paint flaking, peeling or excessive wear, including excessive fading, chalking & cracking; provided, however, that the said application is in conjunction with a One YEAR PAINT LABOR WARRANTY and paint 5 YEAR MANUFACTURERS WARRANTY.

Areas deemed necessary for repair within the warranty period, due to material failure and/or improper application shall be corrected accordingly. During this warranty period, HARTZELL will BEAR THE COSTS for the material and labor to repair the WARRANTED areas. NOTE: THIS IS NOT A PRORATED WARRANTY AND ALL WARRANTED REPAIRS WILL BE COMPLETED AT NO COST TO THE HOLDER OF THIS WARRANTY.

ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE.

This warranty does not apply to areas damaged by the acts of God, vandalism, prior existing construction defects, prior coat delamination, abuse, negligence or setting or movement of building or foundation causing new stress cracks to appear causing water intrusion where the coating system is applied.

IN ANY EVENT, HARTZELL PAINTING, WILL NOT BE RESPOSIBLE FOR ANY DAMAGE TO THE EXTERIOR OR INTERIOR OF THE BUILDING, OR THE CONTENTS THEREIN.

This warranty is limited to the original owner for whom Hartzell Painting has performed the work. Any claim against this warranty must be presented to HARTZELL PAINTING by certified mail within 30 days after first being aware of the proposed failure. This agreement pertains only to the original owner (for whom the contractor has performed the work). All disputes will be settled according to Florida Law. Venue for all disputes will be Broward County, Florida. Each party will bear their own attorney's fees and costs. Repair of the specific areas as provided under this Warranty is the exclusive remedy of the consumer.

HARTZELL PAINTING, SHALL NOT BE LIABLE for any incidental or consequential damages for breach of any express or implied warranty on this product except to the extent prohibited by applicable law. Any implied warranty of merchantability or fitness for a particular purpose on this warranty is limited in duration to the duration of this Warranty.

HARTZELL PAINTING will inspect the community yearly with a specified person and evaluate the condition of the paint job. Any warranted areas will be fixed at no charge to the association.

HARTZELL PAINTING INC.

By:_____ **By:**_____

Title:_____ **Title: Mike Goodwin_Project Director**

Date:_____ **Date:12/26/2022**

4. **Helen Miller Center – 2331 NW 143rd Street Opa-locka, FL 33054**

- **11,015 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-Locka Hellen B. Miller (Segal Park) and adjacent facilities. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

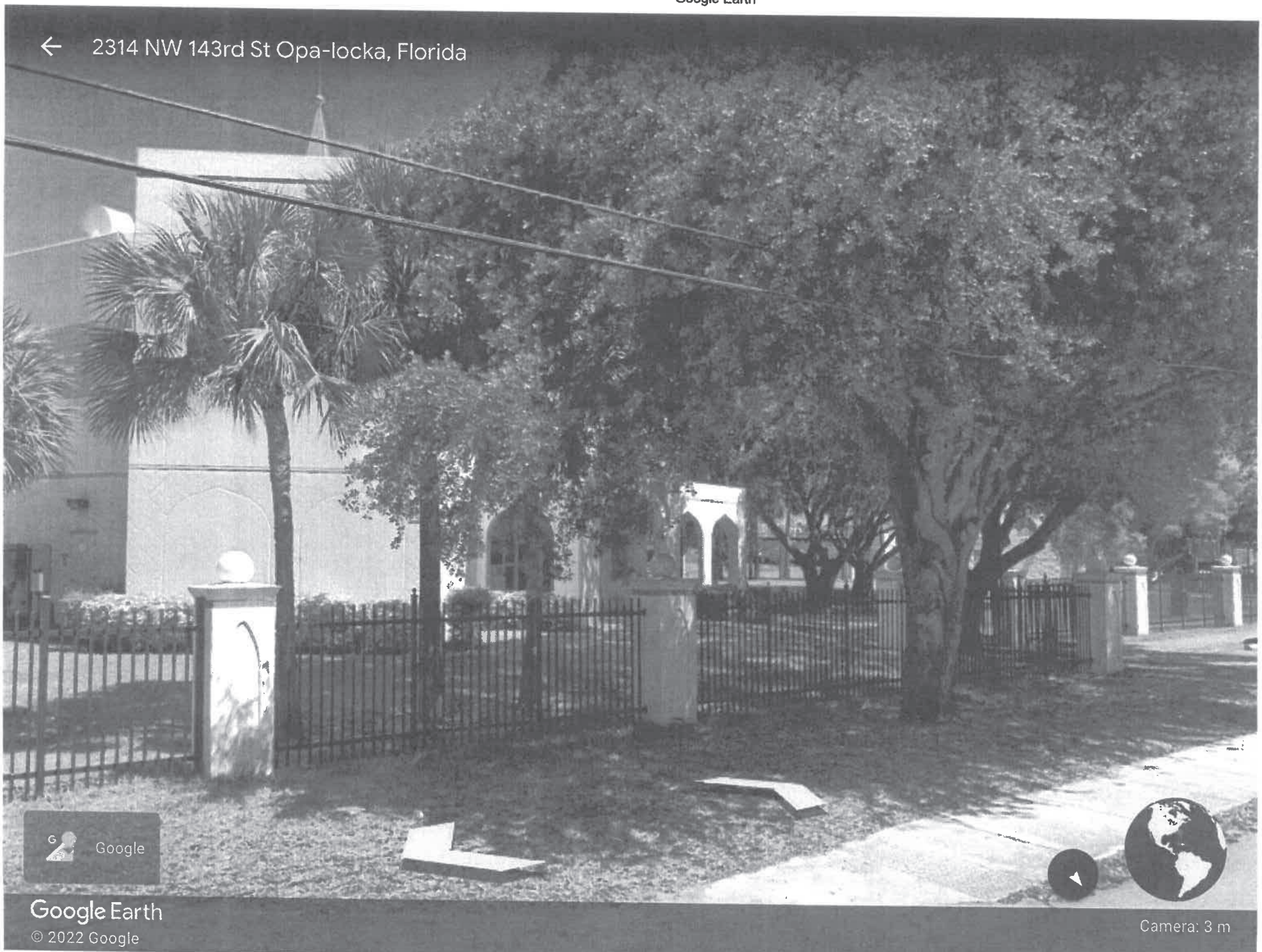
- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.


Distance
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8 m
Camera: 75 m 25°54'18"N 80°14'16"W 9 m


2314 NW 143rd St Opa-locka, Florida
Google
Google Earth
© 2022 Google
Camera: 3 m

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.

✓ 2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.

✓ 3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.

✓ 4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

✓ 5 Schedule.

   Contractor shall submit a timeline as to when each task will be completed

✓ 6. Fee Proposal.

   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

SEE Attach List

O: 954-957-9761 F: 954-957-9766
Hartzell Painting
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

Date 12,22,2022

Stucco Nd Exterior Painting of Four City Owned Facilities
RFP- 22-1213200

3.1 Proposal requirements-

1- Scope of work- Complete envelope waterproofing of each building , which include stucco replacement when required. Recaulking of all windows and doors. Recoating of all walls and parapets which includes , pressure cleaning of all walls, application of primer and 2 top coats.

MOT installation when required to protect pedestrians and cars.

2- Qualifications- see attached list of projects that met same criteria

3- Personnel- see attached list

4- References- see attached list

5- Schedule-

1- 12950 NW 42 avenue - 2 weeks of working days – able to start 1 week after NTP

2- 780 Fisherman Street City Hall - 4 months with complete stucco replacement
Able to start 2 weeks after MOT permit is acquired

3- 215 Previz Avenue- Sherbondy Village 2 months, able to start 2 weeks after NTP

4- 2331 NW 143rd Street Helen Miller Center 2 weeks Able to start 1 week after NTP

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Roof Painting By Hartzell

   Address: 3195 N. Powerline Rd

   City, State, Zip: Pompano Beach Phone/Fax: 954-658-0515

2. Check One: Corporation (✓) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: FL MAY 11TH 1966 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. | **Name and Title of Principal Officers** | **Date Elected:** |
   |---|---|
   | Edward Hartzell Pres. | 1973 |
   | | |
   | | |

6. The length of time in business: 73 years

7. The length of time (continuous) in business as a service organization in Florida:
   73 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 23,575.00

SUBMITTED THIS 28 DAY OF Dec 2022 2022.

BID SUBMITTED BY:

Roof Painting By Hartzell
Company

954-658-0515
Telephone Number

Mike Goodwin
Name of Person Authorized to Submit Bid

954-957-9764
Fax Number

Signature

mgoodwin@myhartzell.com
Email Address

Project Director
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ $90,952.00

SUBMITTED THIS 28 DAY OF December 2022.

BID SUBMITTED BY:

Roof Painting By Hartzell Company	954-658-0515 Telephone Number
Mike Goodwin Name of Person Authorized to Submit Bid	954-957-9766 Fax Number
 Signature	mgoodwin@myhartzell.com Email Address
Project Director Title	

Addendum # 3 = $373,000

3. **Sherbondy Village – 215 Perviz Avenue Opa-locka, FL 33054**

- **40,826 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-locka Sherbondy Park Building. Surfaces to be painted include:

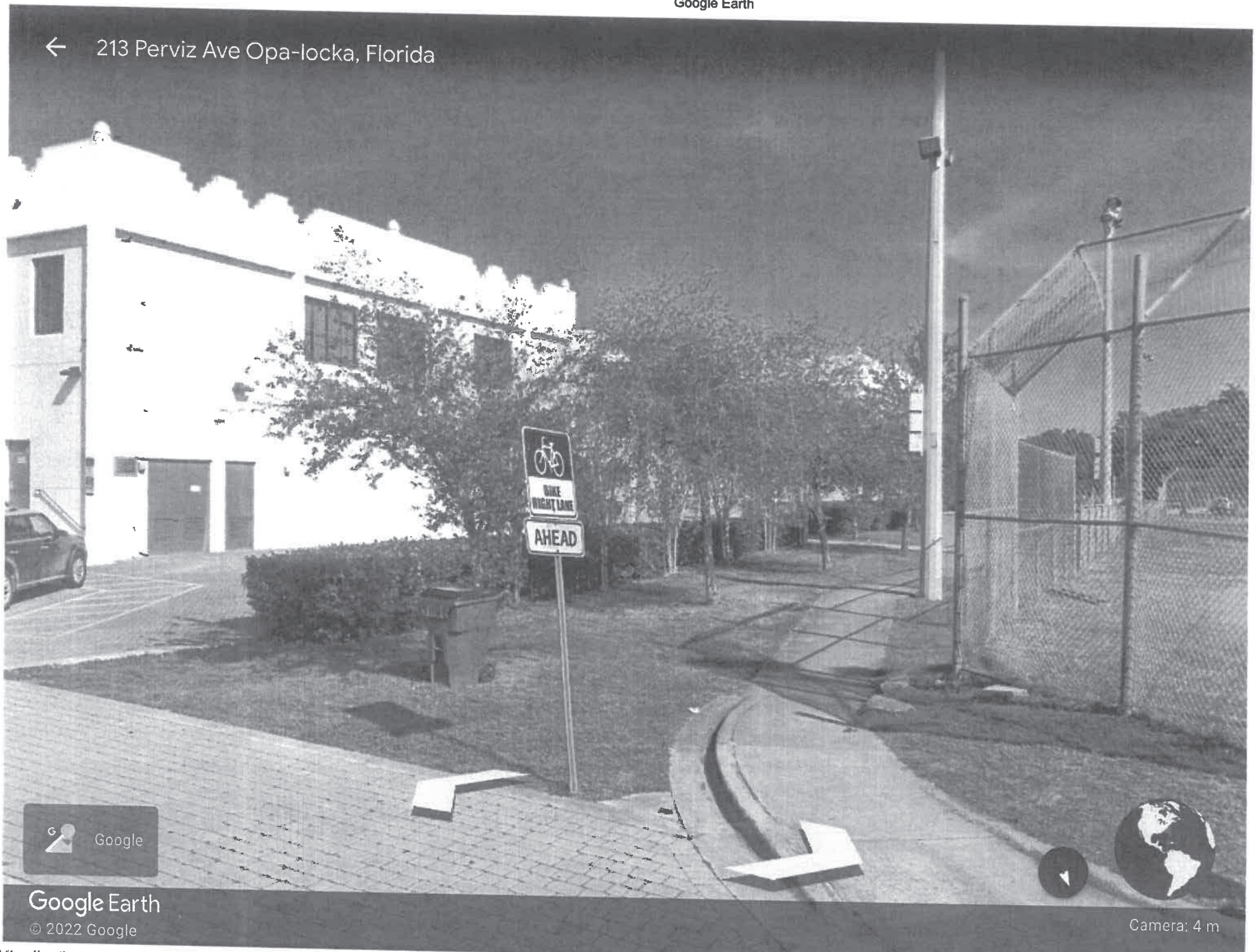
- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

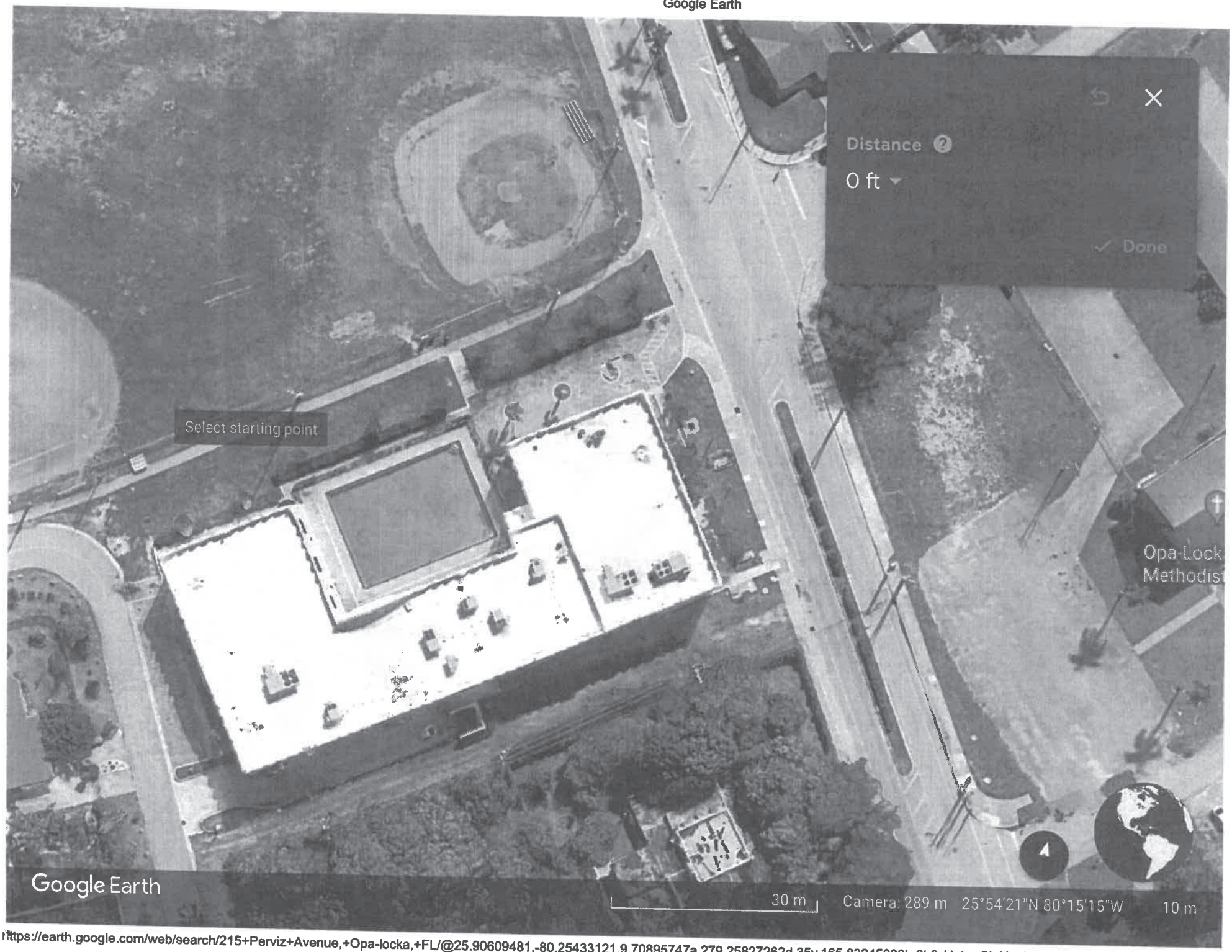
- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.


213 Perviz Ave Opa-locka, Florida
BIKE RIGHT LANE
AHEAD
Google
Google Earth
© 2022 Google
Camera: 4 m


Distance
0 ft
Done
Select starting point
Opa-Lock
Methodist
Google Earth
30 m
Camera: 289 m 25°54'21"N 80°15'15"W 10 m

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ *40,650.00

SUBMITTED THIS 28 DAY OF December 2022.

BID SUBMITTED BY:

Roof Painting By Hartzell
Company

956-658-0515
Telephone Number

Mike Goodwin
Name of Person Authorized to Submit Bid

954-957-9766
Fax Number

Signature

mgoodwin@myhartzell.com
Email Address

Project Director
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ $13,115^{00}$

SUBMITTED THIS 28 DAY OF December 2022.

BID SUBMITTED BY:

Roof Painting By Hartzell
Company

954-658-0515
Telephone Number

Mike Goodwin
Name of Person Authorized to Submit Bid

954-957-9764
Fax Number

Signature

mgoodwin@myhartzell.com
Email Address

Project Director
Title

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name Mike Goodwin

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by ~~Keef~~ Mike Goodwin (Name) the Project Director (Title/Position) of Roof Painting By Huntzell (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12-28-2022 (Date) _____ (Signature)

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Mike Goodwin **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Project Director (Owner, Partner, Officer, Representative or Agent) of Roof Painting By Hartzell the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Signature

Mike Goodwin Project Director
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: Project Director

Sworn and subscribed before this

28 day of Dec, 2022

Jessica Santiago

Notary Public, State of Florida

Jessica Santiago

(Printed Name)

My commission expires:

Notary Public State of Florida
Jessica Santiago
My Commission
HH 256313
Exp. 4/21/2026

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Roof Painting By Hartzell

Authorized Signature: _____

Print Name: Mike Goodwin

Title: Project Director

Date: 12/21/2022

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

FERRIGNO, WILLIAM ANTHONY JR

HARTZELL PAINTING
3195 N POWERLINE ROAD
POMPANO BEACH FL 33069

LICENSE NUMBER: CGC1517138

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Roof Painting by HArtzell, Inc. aka HArtzell Painting

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3195 N. Powerline Rd. Suite 101

Requester's name and address (optional)

6 City, state, and ZIP code
Pompano Beach, FL 33069

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 1 1 4 4 1 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature], CFO Date ▶ 10/10/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

HARTZELL

Roof Painting by Hartzell, Inc.

References

1- **Brad Wagner- Formally with the Town of Jupiter**
Senior Utilities Engineering Specialist
210 Military Trail
Jupiter fl. 33458
Town of Jupiter
954-290-3353

Complete facilities painting for the city including, WWTP tanks pipes, buildings

2- **William Blue**
Utilities Operations Analyst
City of Hollywood
Department of Public Utilities
954-921-3288
wblue@hollywoodfl.org

WWTP painting of selected facilities Tanks, Pipes, Blasting, Metal Bridges

3- **Olga Sanchez**
City of Miami beach
Maintenance and Operations
786-367-7253
Olga.sanchez@miamibeachfl.gov

4- **Mark Morgan**
City of Miami Beach
Painting and Pressure Cleaning Services
305-401-2605

5- **Town of Greenacres**

William Pazanski
Facilities maintenance
561-236-3960
wpanzaski@greenacresfl.gov
All painting of City owned Properties

6- Pat Roman
Town of Highland Beach
Facilities Engineer
561-856-2963
Proman@highlandbeach.us

7- Town of Juno Beach
Anthony Meriano
561-789-9100
ameriano@juno-beach.fl.us

8- Francisco Lopez
City of Weston
2599 South Post road
Weston Florida, 33327
754-600-9302
flopez@westonfl.org

9. Kathy Curry
Broward School Board
954-914-4943
Kathy.curry@browardschools.com

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-02

Please see responses to all questions asked to date:

1. Can the pre-bid be re-broadcast? We attempted to use the link that was published in the RFP instructions.
   The meeting was held on November 22, 2002, however we experienced technical difficulties with the recording.

2. Re: Public Works Operations Center Building
   Are, "Additional Services, p. 12" Installation/replacement of Hurricane proof windows to be included in the LUMP SUM price on p. 25.
   Please disregard this section as the services are not needed at this time.

3. Re: City Hall Building
   Are, "Additional Services, p. 14" Window Sealing to be included in the LUMP SUM price on p. 26.
   Yes, only the front of the building 2nd-4th floors (approximately 80 windows)

4. Re: Public Works Operations Center Building
   The City of Opa-locka logo, and some letters are missing on the front of the building. Will the city provide the logo and missing letters.
   Yes

5. Re: Public Works Operations Center Building
   There is a downspout in the rear of the building that is damaged and needs to be replaced. Will the city have this repaired or replaced before the painting is done.
   Yes

6. I received the RFP notification through the Dodge Construction Network. Do you have drawings with the exterior dimensions of each building.
   No

7. Do you want all doors painted. If so, can we use DTM SW.
   Yes

8. Is there any magnitude our allotted amount (funding) considering this is a very large scale job over $200.
   The City does have funds for stucco and repainting services. We are requesting that each proposer submit one (1) price proposal form per facility.

9. Are all the cracks in the stucco on all four bldgs. to be repaired.
   Yes

10. Can we have cars – autos moved specifically on 780 Fisherman Street (caution tape certain areas off)
    Yes

11. Also can we work on the weekends to be able to spray garage bldg. on list.
    Yes

12. If awarded can we start job in end of April beginning of May 2023.
    No, we would like the work to commence immediately.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-02

Please see responses to all questions asked to date:

1. Can the pre-bid be re-broadcast? We attempted to use the link that was published in the RFP instructions.
   The meeting was held on November 22, 2002, however we experienced technical difficulties with the recording.

2. Re: Public Works Operations Center Building
   Are, "Additional Services, p. 12" Installation/replacement of Hurricane proof windows to be included in the LUMP SUM price on p. 25.
   Please disregard this section as the services are not needed at this time.

3. Re: City Hall Building
   Are, "Additional Services, p. 14" Window Sealing to be included in the LUMP SUM price on p. 26.
   Yes, only the front of the building 2nd-4th floors (approximately 80 windows)

4. Re: Public Works Operations Center Building
   The City of Opa-locka logo, and some letters are missing on the front of the building. Will the city provide the logo and missing letters.
   Yes

5. Re: Public Works Operations Center Building
   There is a downspout in the rear of the building that is damaged and needs to be replaced. Will the city have this repaired or replaced before the painting is done.
   Yes

6. I received the RFP notification through the Dodge Construction Network. Do you have drawings with the exterior dimensions of each building.
   No

7. Do you want all doors painted. If so, can we use DTM SW.
   Yes

8. Is there any magnitude our allotted amount (funding) considering this is a very large scale job over $200.
   The City does have funds for stucco and repainting services. We are requesting that each proposer submit one (1) price proposal form per facility.

9. Are all the cracks in the stucco on all four bldgs. to be repaired.
   Yes

10. Can we have cars – autos moved specifically on 780 Fisherman Street (caution tape certain areas off)
    Yes

11. Also can we work on the weekends to be able to spray garage bldg. on list.
    Yes

12. If awarded can we start job in end of April beginning of May 2023.
    No, we would like the work to commence immediately.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-03

Please see responses to all questions asked to date:

1. The City of Opa-locka wishes to fully patch and plaster all the walls of the 4 buildings or only carry out this work in the areas that are affected by plaster blisters, cracks in the walls, etc.
   Based on the condition of the building, the entire facility must be plastered (stucco).

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-04

Date changed from December 20, 2022 at 2:00 p.m. to December 28, 2022 at 2:00 p.m.

The City of Opa-locka will not be accepting any additional questions regarding RFP No. 22-1213200.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-05

Date changed from December 20, 2022 at 2:00 p.m. to December 28, 2022 at 2:00 p.m.

Question: In addition, since you are requesting a full plaster or stucco of all buildings. Are you still requiring the buildings to be painted? Or you going to release the colors of the stucco you want to be clear a full plaster or stucco could eliminate the need for paint. A repair of damage areas would keep the scope the same as there is no need for a full plaster of the buildings in my opinion if the stucco is sound.

Response: The City of Opa-locka would like to receive proposals based on plaster/stucco and painting.

The City of Opa-locka will not be accepting any additional questions regarding RFP No. 22-1213200.

Quality *Service* *Integrity*

HARTZELL

Roof Painting by Hartzell, Inc.

Roof painting By Hartzell
3195 N. Powerline RD.
Pompano Beach Florida 33069

Re: Key Employee List-

Edward Holman	**President**	**42 yrs.**	**954-957-9761**
Robin Wolfer	**CFO**	**8yrs**	**954-957-9761**
Brad Wagner	**COO**	**5yrs**	**954-957-9716**
Mike Goodwin	**Project Director**	**12yrs**	**954-658-0515**
mgoodwin@myhartzell.com			
Carly Taylor	**Painting Operations Manager**	**22yrs**	**954-393-9080**
carly@hartzellpaint.com			
Fred Collins	**Vice President**	**28yrs**	**954-658-0510**
Fred@hartzellpaint.com			
George Holman	**Vice President**	**28 yrs.**	**954-658-0530**
georgemyhartzell.com			
Nino Ferreira	**Project Supervisor**	**18yrs**	**561-607-8382**
nino@myhartzell.com			

Staff Painters 29

Contract painters 120

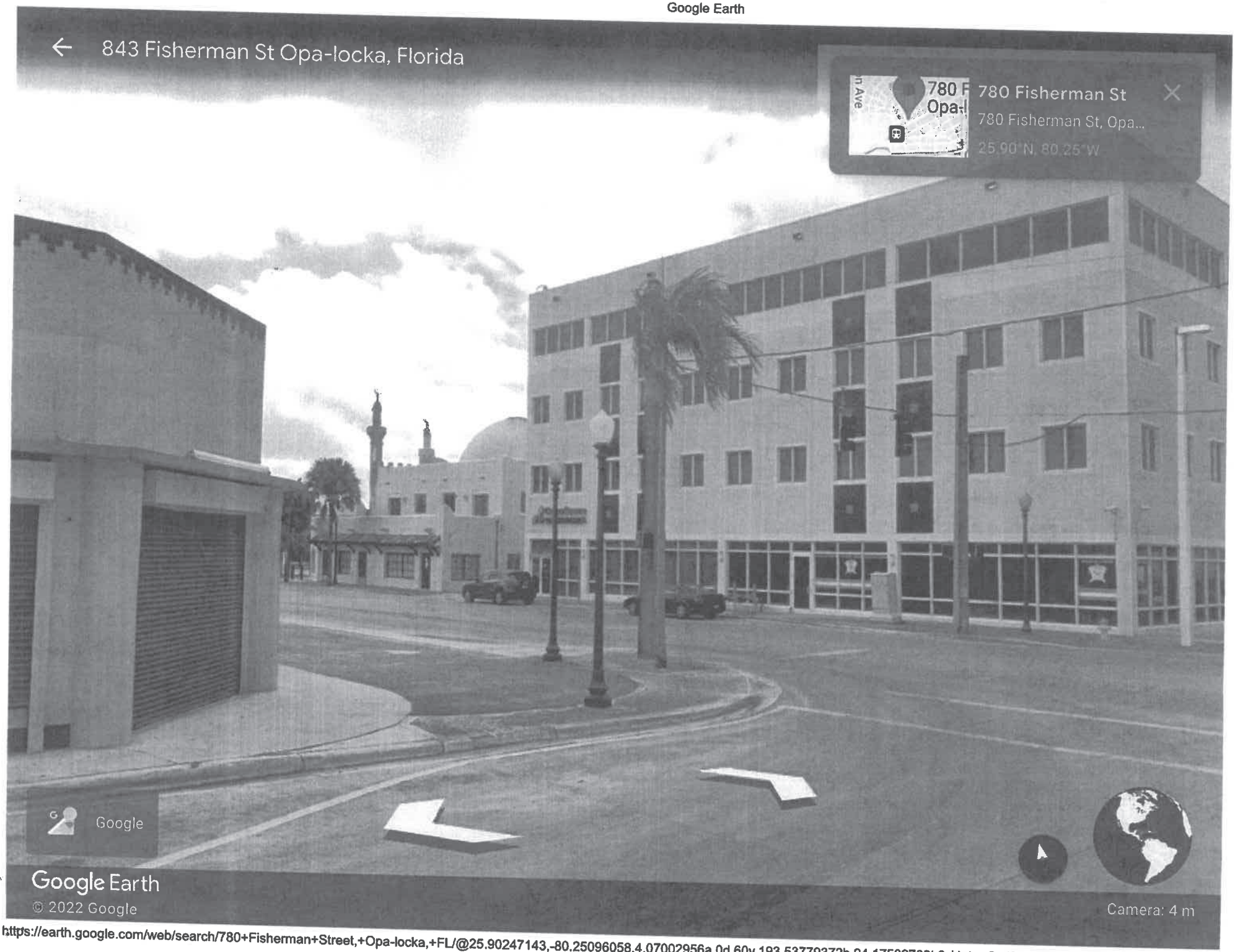
Hartzell Painting
Mike Goodwin
954-658-0515

PHONE: 954-957-9761 ▮ FAX: 954-957-9766 ▮ TOLL FREE: 800-841-4859
2301 N.W. 33rd Court, Suite 112 ▮ Pompano Beach, FL. 33069

mgoodwin@myhartzell.com

PHONE: 954-957-9761 ▮ FAX: 954-957-9766 ▮ TOLL FREE: 800-841-4859
2301 N.W. 33rd Court, Suite 112 ▮ Pompano Beach, FL. 33069

12/22/2022

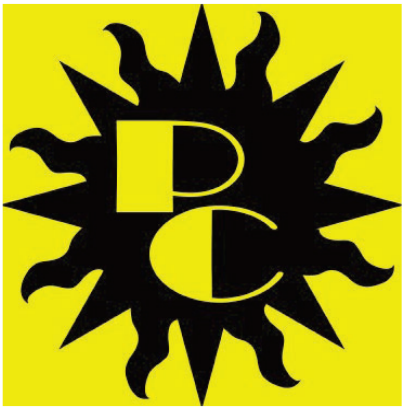

843 Fisherman St Opa-locka, Florida
780 Fisherman St
780 Fisherman St, Opa...
25.90°N, 80.25°W
Google
Google Earth
© 2022 Google
Camera: 4 m

Additional Services

Surface Area	Color	Minimum Coats
Window Sealing	TBD	

Clean Up

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is completed. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.



ALL COUNTIES PAINTING, LLC
dba PEOPLE'S CHOICE PRESSURE CLEANING & PAINTING

4341 SW 73rd Terrace
Davie, FL 33314
Phone: 954-445-8033
Email: h2opressure@bellsouth.net
Website: https://allpeopleschoice.com/

RFP NO: 22-1213200
REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Due date: December 28, 2022
Time: 2:00 PM

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF

FOUR (4) CITY OWNED FACILITIES

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Proposal Qualifications.	
Drug-Free Certification.	
Non-Collusion Affidavit	
Non-Discrimination Affidavit	
E-Verify Form	

4341 SW 73rd Terrace, Davie, FL 33314
Phone 954-445-8033
h2opressure@bellsouth.net

Dear Sir or Ma'am,

I would like to introduce our company All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting. We are in the business of providing painting services to various homes, commercial, associations and offices (interior & exterior).

We have been specializing in the business for the past 12 years. We not only provide painting, but also pressure cleaning and window cleaning services.
Our current client list includes City of Boynton Beach, Town of Palm Beach, Stiles Property Management, Miami Gardens, City of Weston, and City of Hollywood.

The bid for the City of Opa-Locka scope of work is similar to the current and previous jobs we have done in other cities. I am confident that we can complete the necessary work required from the city.

What sets us apart from our competitors, aside from the quality of our work, is that we are fully insured and certified in all aspects of our work. People's Choice prides itself on being fully licensed and MOT certified.

It would be a great honor to do business with you and that will add another reputable organization in our client list.

I would be highly grateful if you would consider our company to providing services for any future work you may need for your organization. In case you need references, you can email us or call us at 954-445-8033

Read more at https://allpeopleschoice.com/

Warm regards,

Steve Landis, President
Email: h2opressure@bellsouth.net

General Information

Name of Business:

All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting

Mailing Address and Phone Number:

4341 SW 73rd Ter, Davie, FL 33314

Office Ph: 954-445-8033

Names and contact information of persons to be contacted for information or services if different from name of person in charge:

Greg Terwilliger, Project Manager

Cell Ph: 954-200-1667

Steve Landis, Owner

Emergency Cell Ph: 954-347-5581

Normal business hours:

Monday to Friday 830 am – 530 pm

Weekends as needed pending projects assigned schedule

State if business is local, national, or international and indicate the business legal status

(corporation, partnership, etc.):

Company is in State of Florida, LLC, S Corporation

Give the date business was organized and/or incorporated, and where:

Aug 30, 2010, Florida

Give the location of the office from which the work is to be done and the number of professional staff employees at that office:

Business Office: 4341 SW 73rd Terrace, Davie FL 33314

Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company:

N/A

State if the business is licensed, permitted and/or certified to do business in the State of

Florida and attach copies of all such licenses issued to the business entity:

Company is licensed, permitted and/or certified to do business in the State of Florida

Project Approach. Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

Meeting site-visit with City of Opa-Locka prior to start of project.

Meeting with painters to review required scope of work and safety requirements prior to start of project.

Schedule progress/updates communicated from office and project manager.

Walk-through scheduled prior to completion of job and as requested by City of Opa-Locka.

Experience and Qualifications

See attached.

Our Story

We are South Florida's Pressure Cleaning, Painting & Window Cleaning Experts for the past 20 years!

People's Choice, located in Fort Lauderdale, FL, provides pressure cleaning, window cleaning high quality painting services to businesses, residential communities, and municipalities in South Florida.

Some of our work includes:

- **High rise buildings, parking garages, public spaces, parks, schools, Police Department buildings, City Halls, Waste Services, Corrections Buildings, sidewalks, curbs, medians, etc.**

We have an Aerial Work Platform Safety Certificate, a MOT Work Zone Advanced Traffic Control Certificate, license in painting, to provide our services safely and legally. People's Choice is your best option for clean, reliable cleaning and painting of your business.

Our experienced office staff prepares bids, billing, certificates of insurance, and required forms to meet your needs.

We are A+ rated with the Better Business Bureau (BBB)

What We Do

Painting Contractors

- Painting Commercial/Residential
- Sealing
- Residential Pressure Cleaning
- Pressure Cleaning Commercial
- Graffiti Removal
- Residential Window Washing
- Window Washing Commercial
- Interior/Exterior Painting
- Pressure Washing-Roofs & Garages

Building Cleaning Contractors--Exterior

- Sealing
- Graffiti Removal
- Residential Pressure Cleaning
- Residential Window Washing
- Pressure Washing-Roofs & Garages
- Pressure Washing-Sidewalks

Project Experience

Service Sector: ✓ Public ✓ Private

Project Size: Up to $500,000

Commercial

- Misc Project
- School / College / University
- Athletic Field
- Church / Synagogue
- Court House
- Gas Station
- Hotel / Motel
- Hospital / Nursing Home
- Airport Runway
- Bank
- City / Town Hall
- Education (K-12)
- Government
- House
- Mixed Use
- Apartments & Condominiums
- Bridge
- Club House / Community Center
- Fire / Police Station
- Grocery Stores

Featured Projects



BOCA Innovations
Boca Raton, FL



Mizner Park
Boca Raton, FL



City of Weston monuments
Weston, FL



Galleria Mall
Undisclosed,



Mercy Hospital renovation and remodel proejct
Miami, FL

Company Information

Year Established: 1999
Bondable: ✓
Annual Volume: $500,000 - $1 million

Key Contacts

Steve Landis - *President* (954) 445-8033
Danny Vergho - *Project Manager- Pressure Cleaning* (954) 445-8033
Greg Terwilliger - *Project Manager - Painting* (954) 445-8033

Licenses

039-18-00003414 - *BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT: County of Broward*
200119594 - *PALM BEACH COUNTY LOCAL BUSINESS TAX: PALM BEACH COUN*

Bonding Capacity

ALTER SURETY GROUP, INC: Jonathan Bursevich

Insurance Coverage

Alan B. Edwards: Angie Rodriguez
Auto Liability: $1,000,000
Auto Ins Plus Inc dba: Florida JUA
Worker's Compensation: $1,000,000
Joseph D. Walters: Joan Neu
General Liability: $1,000,000

Gregory Terwilliger, Project Manager

Professional Summary

Professional Painter with a long and successful history of completing interior and exterior pressure cleaning and painting jobs and leaving homes and businesses clean and tidy. Knowledge of different painting methods, which paints work best on different types of surfaces and how to clean and prep surfaces for painting.

Core Qualifications

Residential and Commercial Painting

Interior and Exterior Painting

Common and Specialty Painting Techniques

Customer Service and Marketing Services

Surface and Area Prepping

Pressure Cleaning and sealing Job Sites

Work Experience

Painter - 12/2017 to present

Pressure Cleaning and Seal - 11/2011 to present

- Meet with the owners of commercial and residential properties to discuss the type and colors of paints they wanted
- Responsible for thoroughly prepping walls and other surfaces to ensure paint went on smoothly
- Provide clients with feedback regarding the best paints to use and which colors would look best
- Pressure Clean walls where needed, before applying one or more coats of primer and then painting the walls
- Paint interior and exterior walls, baseboards, moldings, windowsills, and other parts of buildings
- Responsible for cleaning any spills and removing tools and supplies to keep clients' properties clean
- Assist clients in going over paint samples and designs to pick services for their needs
- Informed clients of problems that might lead to a delay in the completion of their jobs
- Pressure cleaning and sealing pavers, walkways, swales patios and other areas as assigned per job.

Schedule

1) BLDG 12950 NW 42ND AVENUE.
- Stucco repair - 3 to 5 business days
- pressure clean, prep, prime and paint - 2 to 3 weeks
- priming & painting doors - 1 to 2 days
- start time - January 25th (weather permitting)
- finish time - February 11th to 18th (weather permitting)

2) 215 PERVIZ AVENUE
- Stucco repair - 5 to 7 business days
- pressure clean, prep, prime and paint - 3 to 4 weeks
- priming & painting doors - 3 to 4 days
- start time - February 18th (weather permitting)
- finish time - March 18th to 25th (weather permitting)

3) 2331 NW 143RD STREET
- Stucco repair - 3 to 5 business days
- pressure clean, prep, prime and paint - 2 to 3 weeks
- priming & painting doors - 2 to 3 days
- start time – March 25th (weather permitting)
- finish time – April 18th to 23rd (weather permitting)

4) 780 FISHERMAN STREET
- n/a

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 45,366.60

SUBMITTED THIS 27th DAY OF December 2022.

BID SUBMITTED BY:

All Counties Painting, LLC
dba People's Choice Pressure Cleaning & Painting
Company

954-445-8033
Telephone Number

Steve Landis
Name of Person Authorized to Submit Bid

Fax Number

Signature

allcountiespainting@gmail.com
Email Address

Owner
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 0

SUBMITTED THIS 27th DAY OF Decemeber 2022.

BID SUBMITTED BY:

All Counties Painting, LLC
dba People's Choice Pressure Cleaning & Painting
Company

954-445-8033
Telephone Number

Steve Landis
Name of Person Authorized to Submit Bid

Fax Number

Signature

allcountiespainting@gmail.com
Email Address

Owner
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 64,750.13

SUBMITTED THIS 27th DAY OF December 2022.

BID SUBMITTED BY:

All Counties Painting, LLC
dba People's Choice Pressure Cleaning & Painting
Company

954-445-8033
Telephone Number

Steve Landis
Name of Person Authorized to Submit Bid

Fax Number

Signature

allcountiespainting@gmail.com
Email Address

Owner
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

HELEN L. MILLER CENTER

2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 39,800.32

SUBMITTED THIS 27th DAY OF Decemeber 2022.

BID SUBMITTED BY:

All Counties Painting, LLC
dba People's Choice Pressure Cleaning & Painting
Company

954-445-8033
Telephone Number

Steve Landis
Name of Person Authorized to Submit Bid

Fax Number

Signature

allcountiespainting@gmail.com
Email Address

Owner
Title

References

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009
Contact: Lovern Parks
954-457-1422
EMAIL: lparks@hallandalebeachfl.gov
Years of Service: 2021 to 2022
Awarded: RFP # FY 2020-2021-CRA004 Phase 8, 9 & 10 Painting multiples houses throughout city.

Town of Southwest Ranches
13400 Griffin Rd, Southwest Ranches, FL 33330
Contact: December Lauretano-Haines
954-343-7452
Years of Service: 2021 to 2022
Painting area parks, buildings and walls

City of Boynton Beach
222 N.E. 9th Ave. Boynton Beach, FL 33435
Contact: Gail Mootz
561-742-6223
EMAIL: MootzG@bbfl.us
Years of Service: 2019 to present
Awarded and contract renewal x3 -Painting buildings and monuments throughout city. Currently under city contract.

Town of Palm Beach
951 Okeechobee Rd.,
West Palm Beach, FL 33401
Contact: Warren Golde
561-227-7037
EMAIL: WGolde@townofpalmbeach.com
Years of Service: 2020 to present
Awarded: Painting Town Hall and Street lights throughout city.

Stiles Property Management
7015 Beracasa Way Suite 206, Boca Raton, Fl 33433
Contact Debbie Herman
561-347-5521
EMAIL: Debbie.herman@stiles.com
Years of Service: 2019 to present
Painting shopping center
Pressure clean and painting multiple office location and shopping centers- roofs, sidewalks, curbs and swales, parking lots

City of Hollywood CRA
1948 Harrison Street, Hollywood, FL 33020
Contact: Sarita Sharma
954-924-2980
EMAIL: sshamah@hollywoodfl.org
Years of Service: 2021 to Present
Awarded -RFP 4719-22-GJ Painting and seal around Boardwalk and as assigned by city.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:
   All Counties Paintinfg, LLC
   Name: dba People's Choice Pressure Cleaning & Painting

   Address: 4341 SW 73rd Terrace

   City, State, Zip: Davie, FL 33314 Phone/Fax: 954-445-8033

2. Check One: Corporation (x) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 08/30/2010 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   Steve Landis, Owner Aug 10, 2010

   George Terwilliger, Owner Aug 10, 2020

   _____ _____

6. The length of time in business: 12 years

7. The length of time (continuous) in business as a service organization in Florida:
   12 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: ALL COUNTIES PAINTING LLC

Receipt #: 184-241175
Business Type: PAINTING/SEALCOAT/CONTRACTOR

Owner Name: GEORGE TERWILLIGER
Business Location: 4341 SW 73 TER
DAVIE
Business Phone:

Business Opened: 05/11/2011
State/County/Cert/Reg: 11-P-16356-X
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		6		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

GEORGE TERWILLIGER
4341 SW 73 TER
DAVIE, FL 33314

Receipt #WWW-21-00236511
Paid 07/11/2022 27.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: ALL COUNTIES PAINTING LLC

Receipt #: 184-241175
Business Type: PAINTING/SEALCOAT/CONTRACTOR

Owner Name: GEORGE TERWILLIGER
Business Location: 4341 SW 73 TER
DAVIE
Business Phone:

Business Opened: 05/11/2011
State/County/Cert/Reg: 11-P-16356-X
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		6		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-21-00236511
Paid 07/11/2022 27.00

PAINTING INTERIOR AND EXTERIOR

11-P-16356-X
TERWILLIGER, GEORGE A. - QUALIFYING
ALL COUNTIES PAINTING LLC dba People's Choice Pressure Cleaning &
4341 SW 73 TERR
DANIA BEACH FL 33314
EXPIRES 08/31/2023

BROWARD COUNTY FLORIDA

CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! **You should carry this card with you at all times.**

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

TERWILLIGER, GEORGE A.
1430 MARSEILLES DR
MIAMI BEACH FL 33141

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

PAINTING INTERIOR AND EXTERIOR
CC# 11-P-16356-X
TERWILLIGER, GEORGE A. - QUALIFYING
ALL COUNTIES PAINTING LLC dba People's Choice Pressure Cleaning & Painting
4341 SW 73 TERR
DANIA BEACH FL 33314
EXPIRES 08/31/2023

503-207 (Rev. 1/12) PC201247908

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

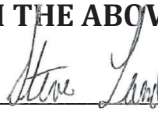
B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name Steve Landis

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Steve Landis (Name) the Owner (Title/Position) of All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/19/2022
Date

Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Steve Landis **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Owner (Owner, Partner, Officer, Representative or Agent) of All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Steve Landis, owner
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Steve Landis

Title: Owner

Sworn and subscribed before this

8th day of December, 2022

Notary Public, State of Florida

Ameide M Clark
(Printed Name)

AMEIDE M CLARK
Notary Public - State of Florida
Commission # GG 310664
My Comm. Expires Mar 11, 2023

My commission expires: March 11, 2023

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: All Counties Painting, LLC dba People's Choice Pressure Cleaning & Painting

Authorized Signature: _____

Print Name: Steve Landis

Title: Owner

Date: 12/27/2022

MILIANI CONSTRUCTION CORP.
10891 NW 17 St. Suite 144
Miami, Fl 33172

Adolfo Miliani
305-542-5075
amiliani@milianiconstruction.com

CITY OF OPA-LOCKA
RFP NO: 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

TABLE OF CONTENT

1. Cover Page
2. Letter of Transmittal
3. General Information
4. Project Approach
5. Experience and Qualifications
6. Schedule
7. Pricing of Services
8. References
9. Additional Forms

10891 NW 17 St SUITE 144
MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

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CITY OF OPA-LOCKA
RFP NO: 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

2.- Letter of Transmittal:

Miami, 12-16-2022

Dear Opa-Locka City Council Members.

Thank you for enquiring about the Stucco and Exterior Painting of Four (4) City Owned Facilities, and the opportunity for our company to participate.

We are placing a bid for the contract to Stucco and Exterior Painting of Four (4) City Owned Facilities. We have conducted a preliminary survey and site visit to all four buildings subject to this project. We are enclosing an item wise price of the costs involved to complete each building.

We charge very reasonable rates for our services. We also guarantee quality services. Our team of efficient professionals can perform the job without any problem to meet the city requirements.

Our Team will be led by Mr. Rafael Tovar and Mr. Luis Izquierdo as project Managers two of our more experienced member of our team, with more than 20 years of experience.

The members of our team will be:

Officer in Charge of Operations
Adolfo Miliani
President
(305) 542-5075
amiliani@milianiconstruction.com

Project Manager
Luis Izquierdo
(305) 984-3520

Project Manager
Rafael Tovar
(786)-696-4264

Superintendent on Site
Jose Moya
(305) 710-2839

Project Coordinator (Contracts, Change Orders, Submittals, Closeout Docs)
Ariel Rojas
(786) 337-2576

Signed this 16th day of December 2022 by Adolfo Miliani President of Miliani Construction Corp.



Adolfo Miliani
President

10891 NW 17 St SUITE 144
MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

3. General Information

- Name of Business: Miliani Construction Corp.

- Mailing Address: 10891 NW 17 St. Suite 144 Miami, Fl 33172.
- Phone Number: 305-542-5075
- Normal business hours: 8 am to 5 pm
- State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).: Florida Corporation, Incorporated on 01/27/2016 in Florida
- Give the location of the office from which the work is to be done and the number of professional staff employees at that office: 10891 NW 17 St. Suite 144 Miami, Fl 33172 . 03 employees.
- State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity: Licensed as General Construction Business. License Number: CGC 1524033

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MILIANI, ADOLFO RAMON

MILIANI CONSTRUCTION CORP.
2051 NW 112TH AVENUE
SUITE 114
MIAMI FL 33172

LICENSE NUMBER: CGC1524033

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

4. Project Approach

Our understanding is that the City of Opa-Locka is looking to complete stucco repairs and repainting of four city-owned buildings. The four buildings are the Public Works Operations Center building, Municipal Complex, Sherbondy Village, and Helen Miller Center. Stucco repairs involve identifying cracks, grinding cracks, and sealing with elastomeric patching. Painting work includes pressure cleaning the building, applying one coat of primer and two coats of paint to previously painted surfaces (including stucco, overhangs, doors, windows, gutters, overhead doors, etc). We plan to rent out boom lifts to safely and quickly paint upper levels of the building. We have an employee pool of 25 painters and three foremen. We expect to deploy a crew of 6 painters and 1 foreman per building to complete each building in about four weeks. Our crew is available Monday – Friday starting at 7:30 AM and ending at 3:30 PM. If needed, we can also deploy workers on weekends or increase the crew size as needed.

10891 NW 17 St SUITE 144
MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

5. Experience and Qualifications

10891 NW 17 St SUITE 144
MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Miliani Construction Corp.

   Address: 10891 NW 17 St Suite 144

   City, State, Zip: Miami, Fl, 33172 Phone/Fax: 305-542-5075

2. Check One: Corporation (x) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 01/27/2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**
   Adolfo Miliani - President 01/27/2016

   Mariangelica Torres - Vice President 01/27/2016

   Adolfo Miliani - Secretary 01/27/2016

   Mariangelica Torres - Treasurer 01/27/2016

6. The length of time in business: 06 years

7. The length of time (continuous) in business as a service organization in Florida:
   06 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*



Adolfo Miliani Ramos.

11012 NW 73st
Doral Fl , 33178
305-542-5075

amiliani@milianiconstruction.com

General Management/P.M.P/Management & Project Development/Sales & Distribution / Marketing/Strategic Planning/General Construction/Solar Energy

Summary.

- Mechanical engineer with more than 30 years of experience in Management and Project Leader.
- Project Manager Professional Certified.
- Seasoned executive, over 25 years of experience on management, sales and marketing within the Construction, engineering and telecommunications industry, especially in sales, distribution and e-commerce, working amongst and within a variety of corporate cultures.
- Achievements have translated into various promotions and increased responsibility within various corporations.
- Proactive leader with a strong multi-disciplinary business sense, who is extremely organized, results oriented and efficient persuasion to achieve various corporate objectives, maximizing human and material resources.
- Contract negotiation, process development and implementation.
- Expert on new business development.
- Known for promoting and using "Best practices".
- USA General Contractor Certified
- Solar PV Design and Installation Certified (FL State USA)
- Certified Solar Contractor (Fl State, USA)

Skills.

Capacity of analysis, Vision of businesses, Leadership, Oriented to the service, Oriented to results, Creative, Proactive, Innovator, Team Worker, Tolerance to the frustration.

Experience.

Miliani Construction Corp. **Jun 2015- Present**
Chief Operating Officer.

- Since 2015 I am responsible for all the operations and customer relationships for South Florida, Latin America and the Caribbean.

- Recently, the solar energy division was created under my supervision with the purpose of meeting all the needs of our clients and partners in this field in South Florida and Latin America.

Education.

- 2020 Project Manager Professional – Certified
- 2017 General Contractor Solar PV Certified
- 2015 General Contractor Certified
- 2011 Graduated - Manage Mentor Plus. Harvard School of Business.
- 2001-2003 Graduated - Executive Marketing, Massive Marketing and Marketing BTL. Instituto de Estudios Superiores de Administración (IESA). Venezuela.
- 1984-1988 Magister Scientiarum in Maintenance Management. Instituto Universitario Politécnico de las Fuerzas Armadas Nacionales. (IUPFAN). Venezuela.
- 1980-1984 Mechanical Engineer. Instituto Universitario Politécnico de las Fuerzas Armadas Nacionales. (IUPFAN). Venezuela.

COMPLETED PROJECTS DURING LAST FIVE (5) YEARS

MIAMI DADE COUNTY CONTRACTS "Y" OR "N"	YEAR COMPLETED	CONTRACT TIME	BONDED PROJECT Y/N	CONTRACT PRICE	TYPE OF CONSTRUCTION	NAME AND ADDRESS OF ENGINEER OR ARCHITECT	ON TIME Y/N
Y	2020-2021	270 DAYS	Y	$1,230,845.02	Interior Renovations, Concrete structure, latent defects	Tood Martin, 7261 NE 4th AVENUE STE 101 Miami 33138	Y
N	2021	180 DAYS	Y	$ 725,547.81	Sidewalk Construction	Luis A. Betalleluz One Brickell Square Tower, 801 Brickell Avenue Suite 800 Miami, Florida 33131	Y
N	2019-2020	180 DAYS	Y	$2,235,000	7 Years interior Hotel Renovation	Vannessa Vielma 2051 NW 112 Av Suite 114 Miami 33172	Y
N	2018-2019	270 DAYS	Y	$1,765,000	Restaurant Construction from ground up	Vannessa Vielma 2051 NW 112 Av Suite 114 Miami 33172	Y
N	2018	180	N	$427,000	Sidewalks repair	Nancy Colinos 11578 SW 132nd Ave, Miami, FL 33186	Y
N	2022	20	N	$8,600	Morgan Levy Park Gazebo City Of Doral	Lazaro Quintero 8401 NW 53rd Terrace, Doral, FL 33166	Y

If any projects listed above were not completed on time. Please provide details and include if liquidated damages were assessed. N/A

Have you or your organization, or any officer or partner thereof, failed to complete a Contract?
No

If so, give details

In what other lines of business are you financially interested?

None

Name the persons with whom you have been associated in business as partners or business associates during the last five years.

None

Give information about the construction experience of the principal individuals in your present organization that will be involved in this contract.

Individual's Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
Adolfo Miliani	President	28 years	Foundations/Slabs in excess of 90,000 sq ft, masonry walls, column erections, structural concrete, form-work, steel erection, elevated slabs, pre-cast concrete structure	Resident Engineer
Rafel Tovar	Superintendant	17 years	Director of rehabilitation of a 298 property apartment building, In charge of 4 residential projects from design until construction completion, construction of two shopping centers in Pacora district Panama	Project Management in 3 countries Venezuela, Panama & USA

List work, which you have currently underway.

Contract Price	Bonded Project Y/N	Type of Construction	Location of Work	Percent Completed	Expected Completion Date	Name & Address of Engineer or Architect
$835,125,23	N	Townplace Marriot 7 Years Renovation	1545 Three Village Rd, Weston, FL 33326	98%	11/30/2022	Fernanda Blanco GB Companies LLC M: 404-309-3483 E: fernanda@gbcompaniesllc.com
$2,675,326	Y	Hotel Regency Miami & Years Renovation	1000 NW 42 Ave Miami, Fl 33126	40%	Mar 2023	Orlando Padron 2051 NW 112 Ave Suite 114 Miami, Fl 33172

6. Schedule

Timetable to complete each component of the Program.

A. Public Works/Operations - 4 weeks
B: City Hall - 7 weeks
C. Sherbondy Village - 6 weeks
D. Helen Miller Center - 3 weeks

Earliest available start date for the project team.

A. Public Works/Operations - Jan 10, 2023
B: City Hall - 7 weeks - Jan 31, 2023
C. Sherbondy Village - 6 weeks - Jan 31, 2023
D. Helen Miller Center - 3 weeks - Jan 10, 2023

Project completion date based on the start date provided

A. Public Works/Operations - Feb 10, 2023
B: City Hall - 7 weeks - Mar 24, 2023
C. Sherbondy Village - 6 weeks - Mar 17, 2023
D. Helen Miller Center - 3 weeks - Jan 31, 2023

10891 NW 17 St SUITE 144
MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

7. Pricing of Services

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MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $192,625

SUBMITTED THIS 20 DAY OF December 2022.

BID SUBMITTED BY:

Miliani Construction Corp	305-542-5075
Company	Telephone Number
Adolfo Miliani	
Name of Person Authorized to Submit Bid	Fax Number
	amiliani@milianiconstruction.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $__267,116.25___

SUBMITTED THIS 20 DAY OF December 2022.

BID SUBMITTED BY:

Miliani Construction Corp	305-542-5075
Company	Telephone Number
Adolfo Miliani	
Name of Person Authorized to Submit Bid	Fax Number
	amiliani@milianiconstruction.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $363,515.00

SUBMITTED THIS 20 DAY OF December 2022.

BID SUBMITTED BY:

Miliani Construction Corp.	305-542-5075
Company	Telephone Number
Adolfo Miliani	
Name of Person Authorized to Submit Bid	Fax Number
Signature	amiliani@milianiconstruction.com
	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $201,825.00

SUBMITTED THIS 20 DAY OF December 2022.

BID SUBMITTED BY:

Miliani Construction Corp	305-542-5075
Company	Telephone Number
Adolfo Miliani	
Name of Person Authorized to Submit Bid	Fax Number
	amiliani@milianiconstruction.com
Signature	Email Address
President	
Title	

8. References:

References of exterior paint jobs performed using the company O.J Painting & Waterproofing as subcontractors:

Florida International University – University Apartments
Address: 11380 NW 27th Ave, Miami, FL 33167
Owner: Florida International University
Contract: $1,175,794.00
Scope of Work: Exterior repainting of 11 dorm buildings. Interior painting of units. Epoxy floor coatings at bathrooms and breezeways.
Contact: Christopher M. Stobs | Chris@stobs.com | (305) 751-1692
Completed: August 2018

Address: 2181 NW 74th St, Miami, FL 33147
Owner: McCormack Baron Management
Contract: $231,360.00
Scope of Work: Stucco repair, sealant application, and painting of 40 apartment buildings.
Contact: Michael Santangelo | MichaelSa@westernspecialtycontractors.com | (954) 974-4677
Completed: December 2020

Sunset Beach Suite Hotel
Address: 4025 Indian Creek Drive, Miami Beach, FL 33140
Owner: Sunset Beach STR LLC
General Contractor: Artifex Construction Corporation
Contract: $100,920.00
Scope of Work: Stucco repairs, exterior repainting of hotel building and interior remodeling of all hotel rooms.
Contact: Jerry Pasantes | Jpasantes@artifexcorporation.com | (305) 521-9090
Completed: November 2021

List engineers, architects and owners, including public bodies, for whom you have done work:

NAME	ADDRESS	BUSINESS	TELEPHONE
Marc Lefranc	Miami Dade County Internal Service Department Stephen P. Clark Center, 111 NW 1st Street, Suite 2130 Miami, FL 33128		305-375-5893
David Mendez	Villa Of Pincrest Public Works 10800 SW 57th Ave, Pinecrest, FL 33156		(305) 669-6916
VannessaVielma	3265 NW 107 AV Doral Fl 33178	Doral HMS, Eurocon LLC	(305) 357-2134
Lazaro Quintero	City Of Doral Procurement 8401 NW 53rd Terrace, Doral, FL 33166		(305) 593-6725 ex 4003
Orlando Padron	2051 NW 112 Av. Suite 114 Miami Fl 33172	OPB Ventures	305-5254767
Tood Martin,	7261 NE 4th AVENUE STE 101 Miami 33138	REPRTWAR	305 673 2121
Luis A. Betalleluz	One Brickell Square Tower, 801 Brickell Avenue Suite 800 Miami, Florida 33131	THE BETAJONES GROUP, INC.	786.284.8828
Nancy Colinos	11578 SW 132nd Ave, Miami, FL 33186	Castle Group	+1-786-487-3596

Is any litigation pending against your organization? NO

If so, give details _____

_____

_____

Is any litigation presently being prosecuted by your organization or on behalf of your organization? NO

If so, give details _____

_____

_____

The undersigned certifies that he is legally authorized by the Bidder to make the statements and representations contained in this document, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge.

BIDDER'S NAME: Miliani Construction Corp.

9. Additional Forms

.- Proposer Qualifications.
.- Certification regarding debarment and suspension.
.- Drug Free workplace certification.
.- Addendum received

10891 NW 17 St SUITE 144
MIAMI. FLORIDA 33172
PH: 305-424-4414 305-542-5075

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

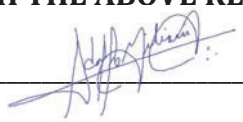
B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name Adolfo Miliani

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

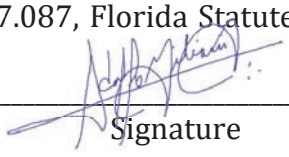
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Adolfo Miliani (Name) the President (Title/Position) of Miliani Construction Corp (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/10/2022
Date



Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

I, Adolfo Miliani **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the President (Owner, Partner, Officer, Representative or Agent) of Miliani Construction Corp. the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Rafael Tovar
Witness

By: _____
Signature

Eben Thomas
Witness

Adolfo Miliani President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Adolfo Miliani

Title: President

Sworn and subscribed before this

10 day of November, 2022

Maria Carolina Chacin

Notary Public, State of Florida

(Printed Name)

My commission expires: 02/21/26

Notary Public State of Florida
Maria Carolina Chacin
My Commission
HH 231834
Exp. 2/21/2026

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Miliani Construction Corp.

Authorized Signature: _____

Print Name: Adolfo Miliani

Title: President

Date: 12/10/2022

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-01

A site visit will be held on Monday, November 12, 2022 at 11:00 a.m. The Site Visit will start at the City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, FL 33054 and will later proceed to the other locations as listed in the RFP.

The deadline to submit proposals have changed from December 13, 2022 at 2:00 p.m. until December 20, 2022 at 2:00 p.m.

Pursuant to Florida Statute 255.05, local government projects over $200,000 require performance and payment bonds. The successful PROPONENT(S) shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days of Notice of Award by the City.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-02

Please see responses to all questions asked to date:

1. Can the pre-bid be re-broadcast? We attempted to use the link that was published in the RFP instructions.
   The meeting was held on November 22, 2002, however we experienced technical difficulties with the recording.

2. Re: Public Works Operations Center Building
   Are, "Additional Services, p. 12" Installation/replacement of Hurricane proof windows to be included in the LUMP SUM price on p. 25.
   Please disregard this section as the services are not needed at this time.

3. Re: City Hall Building
   Are, "Additional Services, p. 14" Window Sealing to be included in the LUMP SUM price on p. 26.
   Yes, only the front of the building 2nd-4th floors (approximately 80 windows)

4. Re: Public Works Operations Center Building
   The City of Opa-locka logo, and some letters are missing on the front of the building. Will the city provide the logo and missing letters.
   Yes

5. Re: Public Works Operations Center Building
   There is a downspout in the rear of the building that is damaged and needs to be replaced. Will the city have this repaired or replaced before the painting is done.
   Yes

6. I received the RFP notification through the Dodge Construction Network. Do you have drawings with the exterior dimensions of each building.
   No

7. Do you want all doors painted. If so, can we use DTM SW.
   Yes

8. Is there any magnitude our allotted amount (funding) considering this is a very large scale job over $200.
   The City does have funds for stucco and repainting services. We are requesting that each proposer submit one (1) price proposal form per facility.

9. Are all the cracks in the stucco on all four bldgs. to be repaired.
   Yes

10. Can we have cars – autos moved specifically on 780 Fisherman Street (caution tape certain areas off)
    Yes

11. Also can we work on the weekends to be able to spray garage bldg. on list.
    Yes

12. If awarded can we start job in end of April beginning of May 2023.
    No, we would like the work to commence immediately.

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF
FOUR (4) CITY OWNED FACILITIES

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STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Sealed Proposals for the Stucco and Exterior painting of four (4) City owned Facilities will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, December 13, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Stucco and Exterior painting of four (4) City Owned Facilities.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1213200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 22, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Stucco and Exterior painting of four (4) City Owned Facilities.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, December 13, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1213200 –STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description

of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

The City of Opa-locka (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the city. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
c) Damage due to touching before paint is sufficiently dry or any other cause.
d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for exterior surfaces:

a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39”).

b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small, affected areas may be touched up. Large, affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer’s instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when

undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state

ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The primary scope of work is for the **STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES** which includes, but is not limited to:

1. **Public Works Operations Center Building – 12950 NW 42nd Avenue Opa-locka, FL 33054**

   - **31,489 Sq. Ft. Two-Story Building**

   Specifications:
   We will be painting the exterior of the City of Opa-locka Public Works Building.

   Surfaces to be painted include:

   - Stucco/Block Walls
   - Previously painted metal roof flashings
   - Previously painted doors and door frames
   - Previously painted windows
   - The metal pole at the front entrance
   - Concrete Stairs and metal rail
   - Gutters and downspouts
   - The metal roll-up door on the right side of the building
   - The metal pole on the right side of the building
   - The metal gates at the garbage area

   - Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
   - Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
   - New caulking will be applied at any previously caulked areas.
   - Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
   - Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Metal Roll-Up Doors	TBD	Two
Gutter and Downspouts	TBD	Two
Concrete Stairs	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Installation/Replacement of Hurricane Proof Windows	TBD	

Clean-Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

2. The Municipal Complex (City Hall Building) - 780 Fisherman Street Opa-locka, FL 33054

- **82,068 Sq. Ft. Four-Story Building**

We will be painting the exterior of the City of Opa-locka City Hall building. Surfaces to be painted include:

- Stucco/Block Walls
- Natural/Stained Overhangs
- Fascia and Trim
- Metal handrails at the front entrance
- Previously painted doors and door frames
- Previously painted windows
- Gutters and downspouts
- The metal pole on the front of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

GENERAL DESCRIPTION:

Painting To - Soffit/Overhangs, Stucco/Block, Windows, Doors, Door Frames, Gutters, Downspouts, Fascia, Metal, Handrails, Post.

INCLUDED DETAILS

Surface Area	Color	Coats
Stucco Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Gutters/Down Spouts	TBD	Two
Fascia	TBD	Two
Posts	TBD	Two
Metal Railing	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Window Sealing	TBD	

Clean Up

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is completed. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

3. **Sherbondy Village – 215 Perviz Avenue Opa-locka, FL 33054**

- **40,826 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-locka Sherbondy Park Building. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

4. Helen Miller Center – 2331 NW 143rd Street Opa-locka, FL 33054

- **11,015 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-Locka Hellen B. Miller (Segal Park) and adjacent facilities. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.

Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.

   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: ALFONSO ALL SERVICES LLC

   Address: 1310 W 38TH ST

   City, State, Zip: HIALEAH FL 33012 Phone/Fax: 786-486-2157.

2. Check One: Corporation ( ) Partnership ( ) Individual (X)

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   Ariel Alfonso Herrera. Owner 03/09/2020

   Gabriel Alfonso Gonzalez. Manager 03/09/2020

   _____ _____

6. The length of time in business: 4 years

7. The length of time (continuous) in business as a service organization in Florida:
   4 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 49 680.00

SUBMITTED THIS 15 DAY OF December 2022.

BID SUBMITTED BY:

ALFONSO ALL SERVICES LLC	786-486-2157
Company	Telephone Number
Ariel Alfonso Herrera	
Name of Person Authorized to Submit Bid	Fax Number
	alfonsoallservicesllc@gmail.com
Signature	Email Address
Owner	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 98 155.00

SUBMITTED THIS 15 DAY OF December 2022.

BID SUBMITTED BY:

ALFONSO ALL SERVICES LLC	786-486-2157
Company	Telephone Number
Ariel Alfonso Herrera	
Name of Person Authorized to Submit Bid	Fax Number
	alfonsoallservicesllc@gmail.com
Signature	Email Address
Owner	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $72 365.00_____

SUBMITTED THIS 15 DAY OF December 2022.

BID SUBMITTED BY:

ALFONSO ALL SERVICES LLC	786-486-2157
Company	Telephone Number
Ariel Alfonso Herrera	
Name of Person Authorized to Submit Bid	Fax Number
	alfonsoallservicesllc@gmail.com
Signature	Email Address
Owner	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $71 596.00_____

SUBMITTED THIS 15 DAY OF December 2022.

BID SUBMITTED BY:

ALFONSO AL SERVICES LLC	786-486-2157
Company	Telephone Number
Ariel Alfonso Herrera	
Name of Person Authorized to Submit Bid	Fax Number
	alfonsoallservicesllc@gmail.com
Signature	Email Address
Owner	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

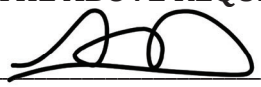
B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Type text here

Printed Name Ariel Alfonso Herrera

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Ariel Alfonso Herrera (Name) the Owner (Title/Position) of ALFONSO ALL SERVICES LLC (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/15/2022 (Date) _____ (Signature)

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Ariel Alfonso Herrera **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Owner (Owner, Partner, Officer, Representative or Agent) of ALFONSO ALL SERVICES LLC the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Addy Gonzalez
Witness

By: _____
Signature

Gabriel Alfonso
Witness

Ariel Alfonso. Owner
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:Ariel Alfonso Herrera_____

Title:Owner_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: ALFONSO ALL SERVICES LLC

Authorized Signature: 

Print Name: Ariel Alfonso Herrera

Title: Owner

Date: 12/15/2022

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF
FOUR (4) CITY OWNED FACILITIES

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RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: TRAUTMAN PAINTING

   Address: 12370 KNEELAND

   City, State, Zip: PT CHAR FL 33981 Phone/Fax: 727-239-2079

2. Check One: Corporation ( ) Partnership (X) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

BRETT TRAUTMAN	1/1995
JOEL TRAVIS	3/2002

6. The length of time in business: 27 years

7. The length of time (continuous) in business as a service organization in Florida: 14 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months. SEE ATTACHMENTS

9. A copy of County and/or Municipal Occupational License(s) - SEE ATT

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 70,000.00

SUBMITTED THIS 10 DAY OF DEC. 2022.

BID SUBMITTED BY:

TRAUTMAN PAINTING	727-239-2079
Company	Telephone Number
BRETT TRAUTMAN	N/A
Name of Person Authorized to Submit Bid	Fax Number
[signature]	TRAUTMANPAINTING@GMAIL
Signature	Email Address
owner	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 270,000.00

SUBMITTED THIS 16TH DAY OF DEC. 2022.

BID SUBMITTED BY:

TRAUTMAN PAINTING — Company

727-239-2079 — Telephone Number

BRETT TRAUTMAN — Name of Person Authorized to Submit Bid

N/A — Fax Number

Signature

TRAUTMANPAINTING@GMAIL — Email Address

OWNER — Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ $120,000.00

SUBMITTED THIS 16 DAY OF DEC 2022.

BID SUBMITTED BY:

TRAUTMAN PAINTING — Company

727-239-2079 — Telephone Number

BRETT TRAUTMAN — Name of Person Authorized to Submit Bid

N/A — Fax Number

Signature

TRAUTMANPAINTING@GMAIL.COM — Email Address

OWNER — Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 79,000.00

SUBMITTED THIS 16 DAY OF DEC 2022.

BID SUBMITTED BY:

TRAUTMAN PAINTING — Company

727-239-2079 — Telephone Number

BRETT TRAUTMAN — Name of Person Authorized to Submit Bid

Fax Number

Signature

TRAUTMANPAINTING@GMAIL — Email Address

OWNER — Title

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name BRETT TRAUTMAN

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by BRETT TRAUTMAN the
(Name).
OWNER of TRAUTMAN PAINTING
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/16/22 [signature]
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Brett Tarman **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the owner
(Owner, Partner, Officer, Representative or Agent) of
Tropical Painting the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Joel Travis
Witness

By: Brett Tarman
Signature

Bryan Tarman
Witness

Brett Tarman owner
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: owner

Sworn and subscribed before this

16 day of Dec, 2022

JOSE NELSON BENAVIDES
Notary Public - State of Florida
Commission # HH 021267
My Comm. Expires Jul 20, 2024

Notary Public, State of Florida

Jose Nelson Benavides
(Printed Name)

My commission expires: 7-20-24

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: TRACTMAN PAINTING

Authorized Signature: Burt Trautman

Print Name: BURT TRAUTMAN

Title: OWNER

Date: 12/16/22

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF
FOUR (4) CITY OWNED FACILITIES

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STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Sealed Proposals for the Stucco and Exterior painting of four (4) City owned Facilities will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, December 13, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Stucco and Exterior painting of four (4) City Owned Facilities.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1213200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 22, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Stucco and Exterior painting of four (4) City Owned Facilities.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, December 13, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1213200 –STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description

of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

The City of Opa-locka (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the city. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
c) Damage due to touching before paint is sufficiently dry or any other cause.
d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for exterior surfaces:

a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39”).

b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small, affected areas may be touched up. Large, affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer’s instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when

undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state

ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The primary scope of work is for the **STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES** which includes, but is not limited to:

1. **Public Works Operations Center Building – 12950 NW 42nd Avenue Opa-locka, FL 33054**

   - **31,489 Sq. Ft. Two-Story Building**

   Specifications:
   We will be painting the exterior of the City of Opa-locka Public Works Building.

   Surfaces to be painted include:

   - Stucco/Block Walls
   - Previously painted metal roof flashings
   - Previously painted doors and door frames
   - Previously painted windows
   - The metal pole at the front entrance
   - Concrete Stairs and metal rail
   - Gutters and downspouts
   - The metal roll-up door on the right side of the building
   - The metal pole on the right side of the building
   - The metal gates at the garbage area

   - Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
   - Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
   - New caulking will be applied at any previously caulked areas.
   - Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
   - Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Metal Roll-Up Doors	TBD	Two
Gutter and Downspouts	TBD	Two
Concrete Stairs	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Installation/Replacement of Hurricane Proof Windows	TBD	

Clean-Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

2. The Municipal Complex (City Hall Building) - 780 Fisherman Street Opa-locka, FL 33054

- **82,068 Sq. Ft. Four-Story Building**

We will be painting the exterior of the City of Opa-locka City Hall building. Surfaces to be painted include:

- Stucco/Block Walls
- Natural/Stained Overhangs
- Fascia and Trim
- Metal handrails at the front entrance
- Previously painted doors and door frames
- Previously painted windows
- Gutters and downspouts
- The metal pole on the front of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

GENERAL DESCRIPTION:

Painting To - Soffit/Overhangs, Stucco/Block, Windows, Doors, Door Frames, Gutters, Downspouts, Fascia, Metal, Handrails, Post.

INCLUDED DETAILS

Surface Area	Color	Coats
Stucco Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Gutters/Down Spouts	TBD	Two
Fascia	TBD	Two
Posts	TBD	Two
Metal Railing	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Window Sealing	TBD	

Clean Up

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is completed. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

3. **Sherbondy Village – 215 Perviz Avenue Opa-locka, FL 33054**

- **40,826 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-locka Sherbondy Park Building. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

4. Helen Miller Center – 2331 NW 143rd Street Opa-locka, FL 33054

- **11,015 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-Locka Hellen B. Miller (Segal Park) and adjacent facilities. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.

Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.

   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: SAFA CONSTRUCTION, LLC

   Address: 11186 SW 17TH MNR

   City, State, Zip: DAVIE, FL 33324 Phone/Fax: (954) 326-8295

2. Check One: Corporation (✓) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 09/20/2021 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

MD S RAHMAN, CGC,PE, PMP (CEO)	09/20/2021
DILNAHAR H SHUVO, PE (AR)	09/20/2021

6. The length of time in business: 1 (one) years

7. The length of time (continuous) in business as a service organization in Florida:
   1 (One) years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 35,000.00

SUBMITTED THIS Dec DAY OF 28 2022.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC	(954) 326-8295
Company	Telephone Number
MD SHAHINUR RAHMAN	
Name of Person Authorized to Submit Bid	Fax Number
Signature	md.rahman@safaconstruction.net
	Email Address
CEO	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 70,000.00

SUBMITTED THIS Decmber DAY OF 28 2022.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC	(954) 326-8295
Company	Telephone Number
MD SHAHINUR RAHMAN	
Name of Person Authorized to Submit Bid	Fax Number
	md.rahman@safaconstruction.net
Signature	Email Address
CEO	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 46,000.00

SUBMITTED THIS Dec DAY OF 28 2022.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC	(954) 326-8295
Company	Telephone Number
MD SHAHINUR RAHMAN	
Name of Person Authorized to Submit Bid	Fax Number
	md.rahman@safaconstruction.net
Signature	Email Address
CEO	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 30,000.00

SUBMITTED THIS Dec DAY OF 28 2022.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC	(954) 326-8295
Company	Telephone Number
MD SHAHINUR RAHMAN	
Name of Person Authorized to Submit Bid	Fax Number
	md.rahman@safaconstruction.net
Signature	Email Address
CEO	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

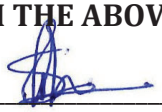
B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name MD SHAHINUR RAHMAN

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by MD SHAHINUR RAHMAN the
(Name)
CEO of SAFA CONSTRUCTION, LLC
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

12/28/2022 _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

I, MD SHAHINUR RAHMAN **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the OWNER OF SAFA CONOSTRUCTION,LLC (Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Witness

By: _____
Signature

MD SHAHINUR RAHMAN, CEO
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: MD SHAHINUR RAHMAN

Title: CEO

Sworn and subscribed before this

14th day of November, 2022

Ayesha Hack

Notary Public, State of Florida

AYESHA HACK

(Printed Name)

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

My commission expires: 04-17-2026

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: SAFA CONSTRUCTION, LLC

Authorized Signature: 

Print Name: MD SHAHINUR RAHMAN

Title: CEO

Date: 12/28/2022

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF
FOUR (4) CITY OWNED FACILITIES

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STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Sealed Proposals for the Stucco and Exterior painting of four (4) City owned Facilities will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, December 13, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Stucco and Exterior painting of four (4) City Owned Facilities.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1213200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 22, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Stucco and Exterior painting of four (4) City Owned Facilities.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, December 13, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1213200 –STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description

of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

The City of Opa-locka (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the city. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
c) Damage due to touching before paint is sufficiently dry or any other cause.
d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for exterior surfaces:

a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39”).

b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small, affected areas may be touched up. Large, affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer’s instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when

undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state

ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The primary scope of work is for the **STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES** which includes, but is not limited to:

1. **Public Works Operations Center Building – 12950 NW 42nd Avenue Opa-locka, FL 33054**

   - **31,489 Sq. Ft. Two-Story Building**

   Specifications:
   We will be painting the exterior of the City of Opa-locka Public Works Building.

   Surfaces to be painted include:

   - Stucco/Block Walls
   - Previously painted metal roof flashings
   - Previously painted doors and door frames
   - Previously painted windows
   - The metal pole at the front entrance
   - Concrete Stairs and metal rail
   - Gutters and downspouts
   - The metal roll-up door on the right side of the building
   - The metal pole on the right side of the building
   - The metal gates at the garbage area

   - Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
   - Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
   - New caulking will be applied at any previously caulked areas.
   - Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
   - Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Metal Roll-Up Doors	TBD	Two
Gutter and Downspouts	TBD	Two
Concrete Stairs	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Installation/Replacement of Hurricane Proof Windows	TBD	

Clean-Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

2. The Municipal Complex (City Hall Building) - 780 Fisherman Street Opa-locka, FL 33054

- **82,068 Sq. Ft. Four-Story Building**

We will be painting the exterior of the City of Opa-locka City Hall building. Surfaces to be painted include:

- Stucco/Block Walls
- Natural/Stained Overhangs
- Fascia and Trim
- Metal handrails at the front entrance
- Previously painted doors and door frames
- Previously painted windows
- Gutters and downspouts
- The metal pole on the front of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

GENERAL DESCRIPTION:

Painting To - Soffit/Overhangs, Stucco/Block, Windows, Doors, Door Frames, Gutters, Downspouts, Fascia, Metal, Handrails, Post.

INCLUDED DETAILS

Surface Area	Color	Coats
Stucco Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Gutters/Down Spouts	TBD	Two
Fascia	TBD	Two
Posts	TBD	Two
Metal Railing	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Window Sealing	TBD	

Clean Up

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is completed. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

3. **Sherbondy Village – 215 Perviz Avenue Opa-locka, FL 33054**

- **40,826 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-locka Sherbondy Park Building. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

4. Helen Miller Center – 2331 NW 143rd Street Opa-locka, FL 33054

- **11,015 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-Locka Hellen B. Miller (Segal Park) and adjacent facilities. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.

Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.

   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Valentino's Painting Signs Corp.

   Address: 9455 W Flagler St Apt C606

   City, State, Zip: Miami,FL 33174 Phone/Fax: 786-237-8017

2. Check One: Corporation (x) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 01/04/2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   Angel L Pereira / President 01/04/2016

   Karem Gonzalez / Vice-President 01/04/2016

6. The length of time in business: Six years

7. The length of time (continuous) in business as a service organization in Florida:
   Six years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
PUBLIC WORKS OPERATIONS CENTER
12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 37 786.80

SUBMITTED THIS 22 DAY OF November 2022.

BID SUBMITTED BY:

Valentino's Painting Signs Corp.	786-237-8017
Company	Telephone Number
Angel L Pereira	
Name of Person Authorized to Submit Bid	Fax Number
	angel@valentinospaintingsigns.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 98 481.60

SUBMITTED THIS 22 DAY OF November 2022.

BID SUBMITTED BY:

Valentino's Painting Signs Corp.
Company

786-237-8017
Telephone Number

Angel L Pereira
Name of Person Authorized to Submit Bid

Fax Number

Signature

angel@valentinospaintingsigns.com
Email Address

President
Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
SHERBONDY VILLAGE
215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 48 991.20

SUBMITTED THIS 22 DAY OF November 2022.

BID SUBMITTED BY:

Valentino's Painting Signs Corp.	786-237-8017
Company	Telephone Number
Angel L Pereira	
Name of Person Authorized to Submit Bid	Fax Number
	angel@valentinospaintingsigns.com
Signature	Email Address
President	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 13218.00

SUBMITTED THIS 22 DAY OF November 2022.

BID SUBMITTED BY:

Valentino's Painting Signs Corp.	786-237-8017
Company	Telephone Number
Angel L Pereira	
Name of Person Authorized to Submit Bid	Fax Number
	angel@valentinospaintingsigns.com
Signature	Email Address
President	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name Angel L Pereira

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Angel L Pereira (Name) the President (Title/Position) of Valentino's Painting Signs Corp. (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

11/22/2022 (Date) _____ (Signature)

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Angel L Pereira **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the President (Owner, Partner, Officer, Representative or Agent) of Valentino's Painting Signs Corp. the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Valentino's Painting Signs Corp.

Authorized Signature: _____

Print Name: Karem Gonzalez

Title: Vice-President

Date: 11/22/2022

City of Opa-locka

RFP NO: 22-1213200

REQUEST FOR PROPOSAL (RFP)

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

CITY OF OPA-LOCKA
RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF
FOUR (4) CITY OWNED FACILITIES

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

Sealed Proposals for the Stucco and Exterior painting of four (4) City owned Facilities will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, December 13, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Stucco and Exterior painting of four (4) City Owned Facilities.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1213200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 22, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:

Meeting ID: 224 103 442 337
Passcode: JdPUgB

Download Teams | Join on the web

Or call in (audio only)
+1 786-598-2011,,351190175# United States, Miami
Phone Conference ID: 351 190 175#
Find a local number | Reset PIN

Joanna Flores, CMC
City Clerk

RFP NO. 22-1213200

STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide **Stucco and Exterior painting of four (4) City Owned Facilities.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, December 13, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1213200 –STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description

of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

The City of Opa-locka (City) plans to contract with one or more companies to provide painting services (Services) for various City facilities (Project). The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The Company shall provide painting services at various locations as identified by the City. Services consists of providing all labor, materials, equipment, and supervision for the painting and finishing of new and existing surfaces, i.e., walls, doors, jambs, window frames, and other work as directed by the city. Work areas may be occupied and require moving and repositioning of office equipment and furniture.

FIELD QUALITY CONTROL / STANDARD OF ACCEPTANCE

Painted surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent:

a) Brush/roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding, or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
b) Evidence of poor coverage at plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
c) Damage due to touching before paint is sufficiently dry or any other cause.
d) Damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.)

Painted surfaces shall be considered unacceptable if any of the following are evident under final lighting source (including daylight) for exterior surfaces:

a) Visible defects are evident on vertical or horizontal surfaces when viewed at normal viewing angles from a distance of not less than 10000 mm (39").

b) Visible defects are evident on ceiling, soffit, and other overhead surfaces when viewed at normal viewing angles.
c) When the final coat on any surface exhibits a lack of uniformity of color, sheen, texture, and hiding across full surface area.

Painted surfaces rejected by the Project Manager shall be corrected at the expense of the Company. Small, affected areas may be touched up. Large, affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags, or damaged paints shall be removed by scraper or by sanding prior to application of paint.

PREPARATION AND CLEANING

Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instruction. Use applicators and techniques best suited for the material and surfaces to be applied. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by activities such that airborne particles will not affect the quality of finished surfaces. Apply additional coats when

undercoats or conditions show through final paint coat, until paint film is of uniform finish, color and appearance. Work must be evenly uniform in sheen, color and texture; free from brush marks, sags, crawls, runs, or other defects detrimental to appearance or performance. Paint surfaces behind movable equipment and furniture same as adjacent similar exposed surfaces unless otherwise directed by the Project Manager. Apply each material at no less than the manufacturer's recommended spreading rate.

SUBMITTALS

If requested by Project Manager, submit samples for City's approval of color and sheen. Samples shall be 12" X 12" on properly prepared print out cards or hardboard. Material Safety Data Sheets for each product used shall be maintained on the site as well as one copy furnished to the City.

STANDARD PROVISIONS

CHANGE ORDERS

Alterations or modifications to the work performed under a task order under the contract shall be made only by written Change Order between the company and the City Point of Contact prior to commencement of the altered or modified work. No claims for any extra work or materials will be allowed unless covered by written Change Order.

CLEAN UP

All clean up shall comply with all applicable Federal, State, and local laws and regulations. Company shall remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

Company shall, at all times, keep the site free from accumulation of waste materials, debris, or rubbish caused by his or her employees at work. Company shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work. Clean equipment and dispose of wash water/solvents as well as other cleaning and protective materials (e.g., rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers, etc., as directed by Project Manager. Whenever possible, clean up shall be conducted with water or water-based agents.

Companies may not utilize on-site office trash cans. Arrangements may be made in advance with the Project Manager for the use of City owned or leased waste containers for disposal of the above. Only fully dry paint residues may be disposed of in City containers. Opened cans of partially used paint may not be disposed of in City containers under any circumstances.

EMERGENCY CONTACT

Company personnel shall be reachable cell phone in urgent or emergency situations. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company or his authorized representative in the event of an urgent or emergency situation after normal business hours.

EQUIPMENT

The Company shall have in its possession, or available, sufficient equipment, hand tools, materials, and supplies necessary to perform the work as outlined in this Scope of Services.

MATERIALS AND EQUIPMENT STORAGE

The Company shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state

ordinances throughout the contract period. The Company shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the City. Such restoration shall be at no additional cost to the City.

The Company shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Company shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Company shall obtain a release from the property owner of the storage area utilized for the Project.

PROJECT LOCATION INSPECTIONS

All trades shall be performed by skilled craftsmen. Satisfactory work and housekeeping will be maintained by the Company at all times. The worksite conditions, progress of work, and quality of work at each Project location may be inspected by the City on a continual basis. Any condition or situation deemed by the City to be unsatisfactory shall be remedied as soon as logistically possible and no later than within 24 hours. During its inspection, the City may note whether each Project location is satisfactory or unsatisfactory.

PROTECTION OF PROPERTY

Company shall protect all surrounding furniture, surfaces (including glass, aluminum, wood, labels, signage, etc.), mechanical, electrical, computer hardware and other sensitive components from sanding dust, paint splatter, spills and/or overspray. Use sufficient drop cloths and coverings for the protection of floors, furnishings and adjacent surfaces. Company shall be responsible for providing and placement of barricades, drop cloths, tarps, plastic, flag tape and any other safety equipment required to protect the public and employees in the work area. Company shall be responsible for the security of its equipment and materials.

SAFETY

Provide a safe work environment in accordance with all local, state, Federal, and applicable OSHA regulations. Employees must wear OSHA required safety equipment while working.

STAFFING REQUIREMENTS AND IDENTIFICATION OF COMPANY PERSONNEL

The Company shall provide a sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

Personnel shall maintain a neat and clean appearance, with identification clearly identifying the person and the name of their company. Shirts must be worn at all times, with shirt tails tucked in. Tank tops are not permitted. All personnel must wear high visibility safety vests that meet ANSI standards while working in vehicular traffic areas.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The primary scope of work is for the **STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES** which includes, but is not limited to:

1. **Public Works Operations Center Building – 12950 NW 42nd Avenue Opa-locka, FL 33054**

   - **31,489 Sq. Ft. Two-Story Building**

   Specifications:
   We will be painting the exterior of the City of Opa-locka Public Works Building.

   Surfaces to be painted include:

   - Stucco/Block Walls
   - Previously painted metal roof flashings
   - Previously painted doors and door frames
   - Previously painted windows
   - The metal pole at the front entrance
   - Concrete Stairs and metal rail
   - Gutters and downspouts
   - The metal roll-up door on the right side of the building
   - The metal pole on the right side of the building
   - The metal gates at the garbage area

   - Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
   - Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
   - New caulking will be applied at any previously caulked areas.
   - Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
   - Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Metal Roll-Up Doors	TBD	Two
Gutter and Downspouts	TBD	Two
Concrete Stairs	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Installation/Replacement of Hurricane Proof Windows	TBD	

Clean-Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:
All work shall be under warranty for two (2) years against blistering and peeling.

2. **The Municipal Complex (City Hall Building) - 780 Fisherman Street Opa-locka, FL 33054**

- **82,068 Sq. Ft. Four-Story Building**

We will be painting the exterior of the City of Opa-locka City Hall building. Surfaces to be painted include:

- Stucco/Block Walls
- Natural/Stained Overhangs
- Fascia and Trim
- Metal handrails at the front entrance
- Previously painted doors and door frames
- Previously painted windows
- Gutters and downspouts
- The metal pole on the front of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

GENERAL DESCRIPTION:

Painting To - Soffit/Overhangs, Stucco/Block, Windows, Doors, Door Frames, Gutters, Downspouts, Fascia, Metal, Handrails, Post.

INCLUDED DETAILS

Surface Area	Color	Coats
Stucco Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Gutters/Down Spouts	TBD	Two
Fascia	TBD	Two
Posts	TBD	Two
Metal Railing	TBD	Two

Additional Services

Surface Area	Color	Minimum Coats
Window Sealing	TBD	

Clean Up

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is completed. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

3. **Sherbondy Village – 215 Perviz Avenue Opa-locka, FL 33054**

- **40,826 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-locka Sherbondy Park Building. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:

All work shall be under warranty for two (2) years against blistering and peeling.

4. Helen Miller Center – 2331 NW 143rd Street Opa-locka, FL 33054

- **11,015 Sq. Ft. Two-Story Building**

Specifications:

We will be painting the exterior of the City of Opa-Locka Hellen B. Miller (Segal Park) and adjacent facilities. Surfaces to be painted include:

- Stucco/Block Walls
- Previously painted metal roof flashings
- Previously painted doors and door frames (including those inside the building)
- Previously painted windows
- The metal pole at the front entrance
- Metal rails
- Gutters and downspouts
- The metal roll-up door on the right side of the building
- The metal pole on the right side of the building
- The metal gates at the garbage area

- Prep work will consist of a thorough pressure wash of all surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched.
- Surfaces should be scraped and sanded to remove loose and peeling paint to ensure proper adhesion.
- New caulking will be applied at any previously caulked areas.
- Any areas where stucco has been patched or areas where metal shows signs of rust will be spot-primed prior to painting.
- Gutters, downspouts, wires, and conduits will be painted as part of the surfaces they are attached to.

Surface Area	Color	Minimum Coats
Stucco/Block	TBD	Two
Windows	TBD	Two
Doors	TBD	Two
Door Frames	TBD	Two
Fascia	TBD	Two
Metal Post	TBD	Two
Gutter and Downspouts	TBD	Two

Clean Up:

To be completed in full daily and upon job completion. Clean up shall consist of the property being presentable and fully clean before work is complete. All ladders down and stacked, tools and equipment are stored properly each evening in an acceptable safe location determined by the City of Opa-locka and the Site Manager.

WARRANTY ON ALL WORK:

All work shall be under warranty for two (2) years against blistering and peeling.

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.
5. Schedule.

   Contractor shall submit a timeline as to when each task will be completed
6. Fee Proposal.

   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	**Points**
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1213200
PROPOSER QUALIFICATIONS

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

PUBLIC WORKS OPERATIONS CENTER

12950 NW 42nd AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____ _____

Company Telephone Number

_____ _____

Name of Person Authorized to Submit Bid Fax Number

_____ _____

Signature Email Address

_____

Title

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
THE MUNICIPAL COMPLEX (CITY HALL)
780 FISHERMAN STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)

CITY OWNED FACILITIES

SHERBONDY VILLAGE

215 PERVIZ AVENUE, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

RFP NO: 22-1213200

PRICE PROPOSAL FORM

STUCCO AND EXTERIOR PAINTING OF FOUR (4)
CITY OWNED FACILITIES
HELEN L. MILLER CENTER
2331 NW 143rd STREET, OPA-LOCKA, FL 33054

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
RFP NO. 22-1213200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-01

A site visit will be held on Monday, December 12, 2022 at 11:00 a.m. The Site Visit will start at the City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, FL 33054 and will later proceed to the other locations as listed in the RFP.

The deadline to submit proposals have changed from December 13, 2022 at 2:00 p.m. until December 20, 2022 at 2:00 p.m.

Pursuant to Florida Statute 255.05, local government projects over $200,000 require performance and payment bonds. The successful PROPONENT(S) shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days of Notice of Award by the City.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-02

Please see responses to all questions asked to date:

1. Can the pre-bid be re-broadcast? We attempted to use the link that was published in the RFP instructions.
   The meeting was held on November 22, 2002, however we experienced technical difficulties with the recording.

2. Re: Public Works Operations Center Building
   Are, "Additional Services, p. 12" Installation/replacement of Hurricane proof windows to be included in the LUMP SUM price on p. 25.
   Please disregard this section as the services are not needed at this time.

3. Re: City Hall Building
   Are, "Additional Services, p. 14" Window Sealing to be included in the LUMP SUM price on p. 26.
   Yes, only the front of the building 2nd-4th floors (approximately 80 windows)

4. Re: Public Works Operations Center Building
   The City of Opa-locka logo, and some letters are missing on the front of the building. Will the city provide the logo and missing letters.
   Yes

5. Re: Public Works Operations Center Building
   There is a downspout in the rear of the building that is damaged and needs to be replaced. Will the city have this repaired or replaced before the painting is done.
   Yes

6. I received the RFP notification through the Dodge Construction Network. Do you have drawings with the exterior dimensions of each building.
   No

7. Do you want all doors painted. If so, can we use DTM SW.
   Yes

8. Is there any magnitude our allotted amount (funding) considering this is a very large scale job over $200.
   The City does have funds for stucco and repainting services. We are requesting that each proposer submit one (1) price proposal form per facility.

9. Are all the cracks in the stucco on all four bldgs. to be repaired.
   Yes

10. Can we have cars – autos moved specifically on 780 Fisherman Street (caution tape certain areas off)
    Yes

11. Also can we work on the weekends to be able to spray garage bldg. on list.
    Yes

12. If awarded can we start job in end of April beginning of May 2023.
    No, we would like the work to commence immediately.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-03

Please see responses to all questions asked to date:

1. The City of Opa-locka wishes to fully patch and plaster all the walls of the 4 buildings or only carry out this work in the areas that are affected by plaster blisters, cracks in the walls, etc.
   Based on the condition of the building, the entire facility must be plastered (stucco).

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-04

Date changed from December 20, 2022 at 2:00 p.m. to December 28, 2022 at 2:00 p.m.

The City of Opa-locka will not be accepting any additional questions regarding RFP No. 22-1213200.

REQUEST FOR PROPOSAL (RFP)
STUCCO AND EXTERIOR PAINTING OF FOUR (4) CITY OWNED FACILITIES

RFP#22-1213200

ADDENDUM-05

Date changed from December 20, 2022 at 2:00 p.m. to December 28, 2022 at 2:00 p.m.

Question: In addition, since you are requesting a full plaster or stucco of all buildings. Are you still requiring the buildings to be painted? Or you going to release the colors of the stucco you want to be clear a full plaster or stucco could eliminate the need for paint. A repair of damage areas would keep the scope the same as there is no need for a full plaster of the buildings in my opinion if the stucco is sound.

Response: The City of Opa-locka would like to receive proposals based on plaster/stucco and painting.

The City of Opa-locka will not be accepting any additional questions regarding RFP No. 22-1213200.

By signing below, you are acknowledging receipt of the following proposal as submitted in response to the City of Opa-locka RFP No. 22-1213200 for Stucco and Exterior Painting of Four (4) City Owned Facilities.

	NAME OF COMPANY	Copies / USB
1.	**Brunt & Company, Inc** **10360 SW 186 Street, Unit # 1594** **Miami, FL 33197** **Contact: Samuel J. Brunt, General Manager** **Tele: (305) 397-1462 / (833) 278-6820** **Email: samb@bruntconstruction.com**	**6 Copies / 1 UBB**
2.	**Roof Painting by Hartzell** **3195 N. Powerline Road, Suite 101** **Pompano Beach, FL 33069** **Contact: Mike Goodwin, Project Director** **Tele: (954) 658-0515** **Email: mgoodwin@myhartzell.com**	**6 Copies / USB**
3.	**Quick Painting Group** **9867 S Orange Blossom Trl, # 109** **Orlando, FL 32837** **Contact: Andres Sanchez, President** **Tele: (407) 733-0401 / (786) 451-0886** **Email: info@quickpaitinggroup.com**	**Demand Star E-bid**
4.	**SAFA Construction, LLC** **11186 SW 17 MNR** **Davie, FL 33324** **Contact: MD Shahinur Rahman, CEO** **Tele: (954) 326-8295** **Email: md.rahman@safaconstruction.net**	**Demand Star E-bid**
5.	**All Counties Painting, LLC dba** **People's Choice Pressure Cleaning & Painting** **4341 SW 73 Terrace** **Davie, FL 33314** **Contact: Steve Landis, Owner** **Tele: (954) 445-8033** **Email: allcountiespainting@gmail.com** **Website: https://allpeopleschoice.com**	**Demand Star E-bid**

6. **Miliani Construction Corp.**
10891 NW 17 St, Suite 144
Miami, FL 33172
Adolfo Miliani, President
Tele: (305) 542-5075
Email: amiliani@milianiconstruction.com

Demand Star E-bid

7. **Trautman Painting**
12370 Kneeland
Port Charlotte, FL 33981
Contact: Brett Troutman, Owner
Tele: (727) 239-2079
Email: trautmanpainting@gmail.com

Demand Star E-bid

8. **Valentino's Painting Signs Corp.**
9455 W Flagler St. Apt. C606
Miami, FL 33174
Contact: Angel Pereira, President
Tele: (786) 237-8017
Email: angel@valentinospaintingsigns.com

Demand Star E-bid

9. **Alfonso All Services LLC**
1310 W 38 Street
Hialeah, FL 33012
Contact: Ariel Alonso Herrera, Owner
Tele: (786) 486-2157
Email: alfonsoallservicesllc@gmail.com

Demand Star E-bid

Shaineeca Lawson
Received by: Office of the City Manager

12/29/22
Date

Sponsored by: Interim City Manager

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK AN EXISTING CONTRACT WITH THE CITY OF NORTH MIAMI FOR SURPLUS AUCTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has inspected fleet inventory and unused equipment for the City of Opa-Locka's Police and Public Works Departments and has compiled a list identifying City-owned vehicles and outdated equipment beyond economical repair (See Attached Exhibit "A"); and

WHEREAS, on January 17, 2019, the City of North Miami ("North Miami") advertised Request for Proposals #23-18-19, Surplus Auction Services ("RFP") for the purpose of retaining experienced and qualified Auctioneers to provide auction services for surplus items for North Miami to include, but not limited to vehicles, office equipment, furniture and confiscated or seized items; and

WHEREAS, Bidera, LLC. ("Bidera" or "Contractor") was ranked as the most responsive, responsible respondent for the provision of services pursuant to the RFP and North Miami subsequently entered into a 3-year agreement with Contractor, attached hereto as Exhibit "B", which commenced on April 15, 2019, and ended on April 14, 2022. On March 1, 2022, North Miami renewed its Agreement with Bidera for an additional one year period; and

WHEREAS, the City Manager is recommending that the City Commission authorize the execution of an Agreement with Bidera, LLC. ("Bidera" or "Contractor") as a piggyback to dispose certain vehicles, old unused equipment and miscellaneous scrap metal identified on Exhibit "A" as City of Opa-Locka Surplus Property for Fiscal Year 2022; and

WHEREAS, Contractor agrees to provide auction services at no cost to the City. Contractor further agrees to provide a detailed sales report and return certain monies to the City of Opa-Locka; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of North Miami's Contract with Bidera, LLC., in order to benefit from already negotiated rates for surplus auction services and enter into an

agreement with Bidera, attached hereto as Exhibit "C", for same.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. Recitals.
The recitals to the preamble here are incorporated by reference.

Section 2. Authorization
The City Commission of the City of Opa-Locka hereby authorizes the City Manager to piggyback an existing contract with the City of North Miami for Surplus Auction Services and enter into an agreement with Bidera, LLC., attached hereto as Exhibit "C", for same.

Section 3. Scrivener's Errors
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**				
City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*01/11/2023*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □					
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

Surplus Auction Services

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to piggyback an existing contract with the City of North Miami for Surplus Auction Services.

Staff have reviewed the fleet inventory for the Police and Public Works Departments and have inspected all unused equipment. As result of the review, a detailed property list identified some police units, other City-owned vehicles, and outdated equipment beyond economical repair. Therefore, we are recommending the City Commission authorize the City Manager to enter into an agreement with Bidera Government Auction Services to dispose all vehicles, old unused equipment and miscellaneous scrap metal identified on the list of City Surplus Property for FY 2022. The list includes sixteen vehicles averaging thirteen years old and twelve other miscellaneous pieces of equipment.

The vendor provides the service at no cost to the City and instead charges the purchaser of auctioned property 10% of the winning bid price. The vendor will provide a detailed sales report and a check within seven (7) business days. The Company will maintain electronic records for the term of the contract and for a period of

no less than five (5) years. All sales are public records displayed online at all times for auditors or any administrative parties to review.

Financial Impact: As indicated, there is no cost to the City. However, due to the age and condition of these vehicles and equipment, it isn't anticipated that this auction will provide significant revenue to the City

Proposed Action:

Staff recommends the City Commission approve the list of vehicles and equipment to be auctioned as being declared to be surplus and authorize the Interim City Manager to sign an agreement with Bidera Government Auction Services to provide auction services.

Attachment:

1. Agenda
2. Bidera Government Auction Services 2021 Brochure
3. Piggyback Contract between the City of North Miami and Bidera, LLC
4. List of City Surplus Property
5. Old Contract between the City of Opa-locka & Bidera, LLC
6. Opa-locka Piggyback Contract with Bidera, LLC.
7. Approved renewal memo.

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CITY OF NORTH MIAMI
SURPLUS AUCTION SERVICES AGREEMENT
(RFP #23-18-19; Surplus Auction Services)

THIS SURPLUS AUCTION SERVICES AGREEMENT ("Agreement") is entered into on 4/10/2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Bidera, LLC**, a Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 Northwest 72nd Avenue, Suite 405, Miami, FL 33166 ("Vendor"). The City and Vendor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on January 17, 2019, the City of North Miami ("City") advertised ***Request for Proposals #23-18-19, Surplus Auction Services*** ("RFP"), for the purpose of retaining experienced and qualified Auctioneers to provide auction services for surplus items for the City to include, but not limited to vehicles, office equipment, furniture and confiscated or seized items, (collectively referred hereto as "Services"); and

WHEREAS, the RFP was administered in accordance with Chapter 7, Article III of the City's Procurement Code; and

WHEREAS, in response to the RFP, Vendor submitted its proposal for the provision of professional Auctioneering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, Vendor was ranked as the most responsive, responsible respondent for the provision of Services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Request for Proposals #23-18-19, Surplus Auction Services***, attached hereto by reference;
2.1.2 Vendor's response to the RFP ("Proposal"), attached hereto as "Exhibit A";
2.1.3 Certificates of Insurance are attached as "Exhibit B";
2.1.4 Any additional documents which are required to be submitted by Vendor under this Agreement.

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2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The RFP.
2.2.4 The Proposal.

2.3 The Parties agree that Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Vendor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TERM

3.1 The Parties agree that, subject to authorized adjustments, the Term of this Agreement shall be a period of three (3) years commencing on April 15, 2019, and ending on April 14, 2022.

3.2 Following the Initial Term, the City shall have two (2) options to renew this Agreement for additional periods of one (1) year, under the same terms and conditions.

3.3 Vendor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Vendor's ability to timely perform Services or any portion thereof, the City may request that the Vendor, within a reasonable period of time, provide adequate assurances to the City in writing, of Vendor's ability to perform in accordance with terms of this Agreement. In the event that the Vendor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Vendor shall provide Services at no cost to the City, and instead will charge the highest bidder (i.e., purchaser) of the auctioned property the amount of ten (10) percent of the bid price.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Vendor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Vendor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Vendor shall perform Services in

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accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Vendor represents and warrants to the City that: (i) Vendor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Vendor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Vendor is duly authorized to execute same and fully bind Vendor as a Party to this Agreement.

5.3 Vendor agrees and understands that: (i) any and all subcontractors used by Vendor shall be paid by Vendor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Vendor. Any work performed for Vendor by a subcontractor will be pursuant to an appropriate agreement between Vendor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Vendor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Vendor at its own cost, whether or not specifically called for.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Vendor. In such event, the City shall pay Vendor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Vendor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Vendor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Vendor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Vendor fails to comply with any provision of this Agreement, the City may declare the Vendor in default by written notification. The City shall have the right to terminate this Agreement if the Vendor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Vendor fails to cure the default, the Vendor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Vendor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Vendor understands and agrees that termination of this Agreement under

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this section shall not release Vendor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ERRORS AND OMISSIONS

9.1 Vendor shall be responsible for deficient conduct and reporting due to Vendor's errors and omissions, and shall promptly correct or replace all such deficiencies without cost to City. The Vendor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Vendor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Vendor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Vendor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Vendor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Vendor under this Agreement. Vendor shall not commence work under this Agreement until after Vendor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Vendor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Vendor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Vendor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Vendor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and

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be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Vendor under this Agreement shall be delivered to the City by the Vendor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Vendor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

12.2 The Vendor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Vendor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Vendor for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Vendor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Vendor:
Bidera LLC
Attn: Armando Perera
4995 Northwest 72nd Avenue
Suite 405
Miami, FL 33166

For the City:
City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

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With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Vendor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Vendor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Vendor, except as fully disclosed and approved by the City. Vendor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Vendor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Vendor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Vendor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Vendor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Witnessed By: DocuSigned by: Ismelba Ramirez CEDD8981C87C4DF...

Witness Name: Ismelba Ramirez

Witness Date: 4/9/2019

Bidera, LLC, a Florida Limited Liability Company:
"**Vendor**"

By: DocuSigned by: Armando Perera 0E68552C10FC48E...

Print Name: Armando Perera

Date: 4/9/2019

ATTEST:

By: DocuSigned by: Michael A. Etienne 2C7010872EE8414...
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation:
"**City**"

By: DocuSigned by: Larry M. Spring, Jr. C23984DEA2724CF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P.H Cazeau 8AF8443D714D491...
Jeff P. H. Cazeau
City Attorney

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ORIGINAL

NORTH MIAMI FLORIDA

COVER PAGE & CONTACT INFORMATION
RFP No. 23-18-19
SURPLUS AUCTION SERVICES

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s):	Bidera, LLC
Federal Employee Identification (FEIN) Number:	46-3100185
Mailing Address:	4995 NW 72nd Avenue, Suite 405
City, State, Zip Code:	Miami, FL 33166
Contact Person:	Armando Perera
Title:	President
Email Address:	ap@bidera.com
Telephone Number:	(305)345-7490 / (305)822-5000 ext. 2
Fax Number:	(305)822-5007

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I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent citifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all requirements outlined herein.

Name of Company: BIDERA, LLC

Authorized Signature: ARMANDO PERERA

Title of Officer: PRESIDENT

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C. Business Structure

Copy of State of Florida Department of State records

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Previous On List Next On List Return to List Entity Name Search [Search]

Events No Name History

Detail by Entity Name

Florida Limited Liability Company
BIDERA LLC

Filing Information

Document Number	L13000090491
FEI/EIN Number	46-3100185
Date Filed	06/24/2013
Effective Date	06/24/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/30/2015

Principal Address

4995 NW 72 Ave
405
Miami, FL 33166

Changed: 01/30/2014

Mailing Address

4995 NW 72 Ave
405
Miami, FL 33166

Changed: 01/30/2014

Registered Agent Name & Address

PERERA, ARMANDO
8950 NE 8 Ave
302
MIAMI, FL 33138

Name Changed: 09/30/2015

Address Changed: 01/30/2014

Authorized Person(s) Detail

Name & Address

Title MGR

PERERA, ARMANDO
8950 NE 8 Ave
302
MIAMI, FL 33138

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	04/10/2017
2018	03/14/2018

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Annual report.

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 05, 2019
Secretary of State
8756252364CC

DOCUMENT# L13000090491

Entity Name: BIDERA LLC

Current Principal Place of Business:

4995 NW 72 AVE
405
MIAMI, FL 33166

Current Mailing Address:

4995 NW 72 AVE
405
MIAMI, FL 33166 US

FEI Number: 46-3100185

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PERERA, ARMANDO
8950 NE 8 AVE
302
MIAMI, FL 33138 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: ARMANDO PERERA 02/05/2019
Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	PERERA, ARMANDO
Address	8950 NE 8 AVE 302
City-State-Zip:	MIAMI FL 33138

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Licenses / Certificates

MIAMI-DADE COUNTY

DEPARTMENT OF PLANNING AND ZONING

CERT NO: 20140021137
PROCESS NO: U20140004696
ZONE: IU-2
FEE: $229.79

SEC: 23 TWP: 53 RNG: 40
FOLIO: 30302302600l0

MAILING ADDRESS/CONTACT PERSON:
BIDERA LLC
4995 NW 72 AVE #405
MIAMI, FL 33166-

CORP NAME/D/B/A AND ADDRESS:
BIDERA LLC
BIDERA LLC
4995 NW 72 AVE #405

BUSINESS USE: WAREHOUSE
USE SPECIFICS: REAL ESTATE AUCTION SERVICE OFC
CONDITIONS:

LEGAL DESCRIPTION: WEST AIRPORT SUB
PB 65

DATE OF CU ISSUANCE: 2/ /2014
THIS CERTIFICATE M U S T B E P O S T E D ON PREMISES.

THIS CERTIFICATE OF USE IS ISSUED FOR ONE UNIT AT THE TIME OR AS INDICATED BELOW PROVIDED THERE ARE NO CHANGES IN THE USE, BUSINESS NAME OR OWNERSHIP. ALSO, THERE MAY BE ADDITIONAL LIMITATIONS OR ADDITIONS TO THE APPROVED USE. ALL CHANGES LISTED ABOVE WILL REQUIRE ISSUANCE OF A NEW CERTIFICATE OF USE.

THIS CERTIFICATE OF USE DOES NOT RELIEVE THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL REGULATIONS. YOU ARE ALSO REQUIRED TO ALLOW ZONING INSPECTIONS AT ANY REASONABLE TIME BY REPRESENTATIVES OF THE DEPARTMENT. FOR MORE INFORMATION, PLEASE CONTACT THE ZONING PERMIT SECTION AT (786) 315-2666. IN ADDITION TO THE ZONING PERMIT SECTION, APPLICANT MUST ALSO CONTACT THE BUILDING DEPARTMENT AT (786) 315-2100 FOR OCCUPANCY REQUIREMENTS AND LOCAL BUSINESS TAX RECEIPT AT (305) 270-4949.

2/ 4/2014 11:29 HNATALY 28140204005A TCPM9391 CENTRAL 229.79

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER
AB3392

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

BIDERA LLC
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

ISSUED: 10/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710190002732

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER
AU3744

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

PERERA, ARMANDO
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

ISSUED: 10/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710190002715

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

Location, contact info and staff personnel.

4995 NW 72nd Avenue, Suite 405 Miami, FL 33166
Email: ap@bidera.com, support@bidera.com
Office 305 822 5000 Fax 305 822 5007 Cell 305 345 7490

Bidera Government Solutions employs a total staff of 5 providing business and event management and auction staffing.

D. Firm's Related Experience and Qualifications.

Bidera Government Auction Services is pleased to present our response to the City of North Miami's Request for Proposals for Auction Services (RFP 23-18-19).

Since our founding in 2007, Bidera has enjoyed organic growth as a business. Our reputation for excellence has spread by word of mouth from one municipality and department to another and today, we serve the auction needs of 37 towns and cities across the State of Florida. Among our more prominent clients are the City of North Miami, the City of North Miami Beach and the Miami Dade County Public Schools. Our expansion is built upon our success as evidenced by our growing list of municipal clients and the development of a registered bidders list of over 6,000 buyers. Bidera has developed a long reach and the City of North Miami can leverage our long-standing contacts with buyers from across the United States, the Caribbean, Central and South America and Europe.

If Bidera enjoys the benefits of organic growth, it's built upon our experience and lessons learned. Municipal clients turn to Bidera because of our comprehensive services, the management of successful auctions, our integrity and our ability to generate interest among an ever-growing range of buyers. In turn, our buyers have come to depend on Bidera for our honest appraisal of government surplus and our transparency. We built out business on the firm knowledge that trust is not an emotion. It's a product.

Bidera has produced over 500 on-site and online auctions. Over the years, we've generated $14.5 million in revenue. Individual auctions gain client revenues ranging from $5,000 to $700,000. Throughout our response, we present our services and management practices, advertising and promotion channels methodologies; our references and technology to support the City of North Miami's requirements.

Bidera provides comprehensive auction management services from the initial assessment and organization of inventory into lots (these are designed to gain maximum revenues), through the development of the catalog, effective multi-channel marketing advertising and promotion of the auction event to the final sale, collection and processing of payment and the transfer of inventory and reporting.

Our company has a highly qualified and bilingual staff to effectively communicate with our buyers throughout the auction process. Every auction is personally coordinated and managed by the founder and auctioneer Armando Perera who takes care of the process with honesty, trust and efficiency.

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Qualification Statement

Bidera has a complete and comprehensive understanding of the Scope of Work and all of its requirements, this has been our stock and trade for over 25 years. We will meet and exceed all requirements with experience and deeply established management processes that have evolved to deliver results. Bidera has staged and managed over 500 successful on-site & online auctions since our founding in 2007. Closed auction sales have ranged from $5,000 to $700,000 depending on the needs of the City. Bidera has achieved better than fair prices for motor vehicles, vessels, heavy equipment, personal property, restaurant equipment and scrap metals.

In the last quarter of 2018 alone, Bidera sold over 580 motor vehicles totaling $1,104,000.00 in revenues for our client cities. In many instances, our auctions have doubled and, in some cases, tripled their expected revenues. Our projected revenue for 2019 with the present city contracts is $4,800,000.00. Current and past auction results are clearly posted on our website at http://bidera.hibid.com/auctions/past/

Our auctions will provide your agency with a full-service platform: with onsite cataloging, video and photography, a deeply developed online marketing / advertisement strategy, payment collection, same day/next day auction reports and payment disbursement within 10 business days.

Bidera founder and President Armando Perera brings over 25 years' experience in the automotive and export industries. He has developed the all-critical relationships with regional, national and international buyers. He understands their needs and the markets they serve and is in a position to personally invite selected buyers to the City of North Miami's auctions. This is key driver of pricing in the auction environment.

We offer comprehensive services from initial inventory assessment through auction production, payment processing and post auction management. Our clients have our complete attention as our efforts are focused on South Florida and the company is not seeking further expansion beyond the region. Bidera Government Solutions employs a total staff of 5 providing business and event management and auction staffing.

Mr. Perera has over 12 years' experience in providing surplus inventory auction services to government clients. He will be supported by a trained experience staff including Mrs. Ismelba Ramirez, charged with all accounting functions. Mrs. Grace Monaco, charged with administrative operations Mr. Jonah Gouin, charged with digital media & advertising and Mr. Julio Sacco, as the field operations assistant. Bidera is fully staffed and will arrive on the scene fully prepared to start work on Day One of the contract.

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Comparable Contracts

Company:	**MIAMI DADE COUNTY PUBLIC SCHOOLS**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**3/09/2016 to 3/08/2019** (May be extended for 2 additional 1 year periods)
Client contact person and phone number:	**CARLOS LIMON, Director (786)275-0600.**

Company:	**CITY OF DORAL**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**7/20/2016 Annual renewal.**
Client contact person and phone number:	**ADAM N. TEMPLE, Director of code compliance (305)593-6380.**

Company:	**CITY OF DEERFIELD BEACH**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**8/14/2015 Annual renewal.**
Client contact person and phone number:	**DAVID SANTUCCI, Assistant City Manager (954)480-4200.**

Company:	**CITY OF SOUTH MIAMI**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**6/16/2014 to 6/17/2019**
Client contact person and phone number:	**STEVE SKULICK, Chief Procurement Officer (305)633-6339**

Company:	**CITY OF NORTH LAUDERDALE**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**6/30/2015 To 6/20/2018**
Client contact person and phone number:	**GEORGE KRAWCZYK, Public Work Utility Director (954)597-4756**

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List of Clients

CITY OF MIRAMAR

Location:	2200 Civic Center Place Miramar, FL 33025
Contact Name	Gary Bannister, Procurement Manager
Phone Number:	(954) 602-3257

CITY OF PEMBROKE PINES

Location:	8300 South Palm Drive Pembroke Pines, FL 33025
Contact Name	Teira Pineda
Phone Number:	(954) 494-5036

CITY OF NORTH MIAMI BEACH

Location:	17011 NE 19 AVE, Rm 315 North Miami Beach, FL 33162
Contact Name	Pedro Dominguez, Fleet Director
Phone Number:	(305) 725-4027

CITY OF HOLLYWOOD

Location:	2600 Hollywood Blvd. Rm 303 Hollywood, FL 33020
Contact Name	Paul Bassar, Director of Procurement & Contract Compliance
Phone Number:	(301) 906-4630

CITY OF CORAL GABLES

Location:	2800 S.W. 72nd Avenue Miami, FL 33155
Contact Name	Steve Riley
Phone Number:	(305) 460-5144

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BROWARD SHERIFF'S OFFICE

Location:	2601 West Broward Boulevard Fort Lauderdale, FL 33312
Contact Name	Victor Gouisetta
Phone Number:	(954) 964-9431

TOWN OF GOLDEN BEACH

Location:	1 Golden Beach Drive Golden Beach , FL 33160
Contact Name	Giovanni Diaz
Phone Number:	(305)331-4491

NORTH BAY VILLAGE

Location:	1666 Kennedy Causeway 3rd Floor North Bay Village, FL 33141
Contact Name	Bert Wrains, Finance Director
Phone Number:	(305)756-7171

MIAMI SHORES VILLAGE

Location:	10050 N.E. 2nd Avenue, Miami Shores, Florida 33138
Contact Name	Jim Mc Coy, Sanitation / Fleet Supervisor
Phone Number:	(305)795-2240

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THE TOWN OF MEDLEY	
Location:	7777 NW 72 Ave Medley, FL 33166
Contact Name	Chief Janette Said
Phone Number:	(305) 887-9541

CITY OF WEST MIAMI	
Location:	901 SW 62 Avenue West Miami, FL 33144
Contact Name	Juan Peña
Phone Number:	(305)266-4214

CITY OF HIALEAH	
Location:	900 East 56 Street Hialeah, Fl 33013
Contact Name	Anibal Rioseco
Phone Number:	(305)558-2611

CITY OF HIALEAH GARDENS	
Location:	10001 NW 87 ave Hialeah Gardens, Fl 33016
Contact Name	Manny Carrera
Phone Number:	(305)342-3398

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VILLAGE OF KEY BISCAYNE

Location:	88 West McIntyre Street Key Biscayne, FL 33149
Contact Name	Lieutenant Brett Capone
Phone Number:	(786)877-7080

VILLAGE OF BISCAYNE PARK

Location:	893 NE 109th Street, Biscayne Park, FL 33161
Contact Name	Nicholas Wollschlager, Chief of Police
Phone Number:	(954)551-6885

CITY OF SWEETWATER

Location:	500 S.W. 109 Ave. Sweetwater, FL 33174
Contact Name	Jennifer Maroño
Phone Number:	(305)221-0411

BAL HARBOUR
- VILLAGE -

BAL HARBOUR VILLAGE

Location:	655-96th Street Bal Harbour, Fl 33154
Contact Name	Mauricio Escarra, Communications/Code Enforcement Manager
Phone Number:	(305)632-8860

VIRGINIA GARDENS POLICE DEPARTMENT

Location:	6498 NW 38th Terrace, Virginia Gardens, FL 33166
Contact Name	Chris Fonseca
Phone Number:	(305)323-3044

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VILLAGE OF PINECREST

Location:	12645 Pinecrest Parkway Pinecrest, Florida 33156
Contact Name	Ivan Osores
Phone Number:	(305)234-2109

CITY OF MARGATE

Location:	102 N. Rock Island Road City of Margate, FL 33063
Contact Name	Douglas E. Smith, City Manager
Phone Number:	(954)480-4263

SCHOOL BOARD OF BROWARD COUNTY

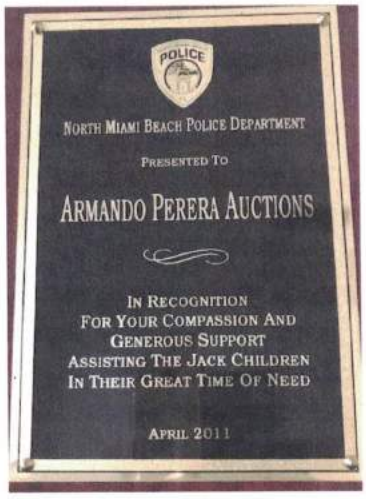
Location:	2600 NW 18th Terrace Pompano Beach, FL 33066
Contact Name	Larisa Seda, Buyer Purchasing Agent
Phone Number:	(754) 321-0524

BROWARD COUNTY

Location:	1 North University Drive Suite 3100A, Box 309 Plantation, Fl 33324
Contact Name	Yasmin Teja, Purchasing Agent II
Phone Number:	(954) 357-6066

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***ARMANDO PERERA**: President, Owner and Auctioneer*



Mr. Perera personally handles all aspects of the company's daily operations; marketing, sales, bid calling of auctions, asset redeployment, logistics and public service. Performs live auction Bid-Call in English & Spanish simultaneously and is a personal property appraiser with an extensive knowledge of automotive and heavy equipment market value.

Since its conception, it was imperative for Armando to create a company that could change the status quo. He has provided creativity and innovation; communication and leadership in introducing the auction industry to the Hispanic community in South Florida and beyond. He is the driving force behind the expansion of our buyer's network into Latin America. Armando has educated our auction followers to expect nothing less than our honest professional opinion, transparency and hard work. He built a company where trust is a deliverable.

Armed with a full service bilingual auction company Armando works closely with local government agencies to sell their surplus property in the public domain. He actively leads the company to understand the complexities of community-based initiatives and has received multiple recognitions for outstanding community work.

- Licensed Auctioneer / Licensed Business Auction. *FL License # AU3744*
- Accredited Auction Real Estate
- Graduate Personal Property Appraiser
- Licensed Real Estate Broker
- REO Certified Realtor
- Extensive knowledge of Import/ Export laws

Bidera is a member of the following associations:

- National Auctioneer Association
- Florida Auctioneer Association
- South Florida Board of Realtors

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ISMELBA RAMIREZ: *Accounting*

Mrs. Ramirez brings extensive accounting experience to the company, performing daily accounting activities including reconciliations of bank and credit card accounts, overseeing taxes, coordination and creation of financial reports and reviewing financial reports/support as necessary. Analyzing and reporting on financial status including income statement variances, communicating financial results to management and budget preparation. Improving systems and procedures and initiating corrective actions.

- 15+ years accounting experience
- Expertise with QuickBooks
- Extensive knowledge of US GAAP
- Advanced computer skills in MS Office, Excel and accounting software and databases
- Excellent organizational, problem-solving, project management and communication skills
- Additional experience in Audit and International accounting
- Bachelor in Public Accounting, Santa Maria University, Venezuela – 2003

GRACE MONACO: *Administrative Auction Clerk*

Mrs. Monaco performs the day to day operations with the responsibilities of devising and maintaining office systems, auction scheduling control, auction closing procedures, data management and filing of auction records, administrative procedures, providing customer support and also responsible to support and assist in data entry for accounts payable and coordinate digital advertising including creating overall social media strategies. Monitors and updates Bidera's website. Contributes and leads the integration of new office protocols based on changing processes, emerging technologies and customer input.

- 10+ years auction software platforms experience
- Significant multi-year experience running ad campaigns on a variety of display and search advertising mediums
- Holds certification in Google AdWords advertising platform
- Knowledge of website & auction software development
- Excellent organizational, problem-solving, project management and communication skills
- Bachelor of Science in Industrial Design, TAI of Ft. Lauderdale – 2001

JULIO SACCO: *Field Auctioneer's Assistant I.*

Mr. Sacco, works closely with the auctioneer in support of reporting and documenting motor vehicle specs & condition, starting vehicles for inspection as well as the preparation of all the items included in the sale. Will lead the buyer's preview (by appointment) and check-out schedule, collection of signed forms and proof of title transfer. Assists buyers and towing companies on site with any questions or concerns.

- 5 years of property management experience
- Knowledge of automotive industry
- Excellent organizational, problem-solving, project management and communication skills

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CARLOS RAMOS: *Field Auctioneer's Assistant II.*

Mr. Ramos, works closely with the auctioneer in support of reporting and documenting motor vehicle specs & condition, starting vehicles for inspection as well as the preparation of all the items included in the sale. Will assist with buyer's preview and check-out schedule, collection of signed forms and proof of title transfer. Assists buyers and towing companies on site with any questions or concerns.

- 10 years of customer service experience
- Knowledge of automotive industry
- Excellent organizational, problem-solving, project management and communication skills

JONAH GOUIN: *Digital Media.*

Mr. Gouin, Is responsible for the development of marketing and advertising campaigns and concepts. Collaborates in the creation of the online catalog. Optimizing images, video and content in support of detailing and completion of the catalog. Proposes, updates and maintains advertising schedules. Coordinates mailings, and other marketing materials. Tracks metrics and provides regular reports to management. Experience running ad campaigns on a variety of display and search advertising mediums

- Knowledge of auction software & website development
- 15+ years professional photography experience
- Excellent organizational, problem-solving, project management and communication skills
- Bachelors of Business Administration, University of Hawaii – 1992.

E. Proposed Approach and Methodology.

a. Suitability of the methodologies and approaches used in achieving tasks

Bidera proposes to free the City of North Miami of all the work involved in setting up their auction. This means that we will take care of the auction process completely from the moment we have an inventory list from you or when you show us the items that you want to auction off. When Bidera is contracted by the City to set up an auction (online) we will provide a schedule of the work to be done from initial assessment through closing. Bidera will assign experienced personnel to assess, inventory and organize, optimize (by lot) and stage all items available for sale.

Two major factors in our approach have supported success across a range of auctions: our professional experience in lot organization and the deployment of online auction services. Lot organization rests on two components, understanding the inventory and understanding the market. In the main, this is a matter of balance in the mixing of higher value inventory with less value items disbursed within the lot. The auctioneer's goal is to gain the highest revenue to the City while not diminishing the value to the buyer. At the same time, the City expects and needs the surplus inventory eliminated to the highest degree possible. That's the balancing act.

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b. Overall organization to providing the requested services

When Bidera is contracted by the City to set up an auction we will provide a schedule of the work to be done from initial assessment through closing. Bidera will assign experienced personnel to assess, inventory and organize, optimize (by lot) and stage all items available for sale.

Bidera staff will organize all merchandise into lots structured to bring maximum profit from the sale and tag all items to be sold online though items might be resident in different locations. Each lot and its associated details will be photographed onsite to create the online catalog. Where appropriate, Bidera also employs video files in the creation of our online catalogs. This is particularly useful in vehicle auctions.

Bidera is meticulous with the preparation of vehicles, checking all V.I.N. numbers, recording mileage, jump starting vehicles when needed, engaging transmission, reporting on engine apparent condition, applying brakes, checking A/C, steering wheel, tires, paint, body and interior condition, reporting missing parts and noting auctioneer's overall vehicle condition opinion. Similar preparation method is applied to each type of heavy equipment, vessel, and specialty equipment.

*Please note that where present, Bidera can add the City's internal property reference numbers into our system. We understand that these identifiers are essential in reporting the disposition of the City's "fixed assets," and as the selected vendor, we will support that effort.

c. Ability to meet timelines and deadlines

Bidera will meet with the City's auction project manager(s) to arrange for a site inspection, reviewing the physical set-up of the auction, inventory staging and the event schedule established, including all set-up/breakdown requirements, bidder inspection and event staffing throughout the process. Bidera typically arrives onsite three weeks prior to the auction event to organize the inventory, performing photography, video, lot organization/optimization and other tasks. The meeting will predate the three-week benchmark.

Bidera currently produces auction events for 37 municipal/agency clients throughout the region. Of these, eight (8) generate adequate surplus inventories to support independent auctions and require between 2 and 3 auctions each throughout the year. with all contracts satisfied over the course of 20 weeks annually. The remaining 29 clients require the production of amalgamated auctions (combined inventories). These account for about eight weeks over the course of the year.

The vast majority of auctions now take place online and Bidera typically allocates 5 working days to support the production of each auction. Our current schedule provides for 22 weeks during the year to produce online auctions for the City of North Miami. We have a very flexible approach to scheduling and expend every effort to meet the scheduling needs of all our clients.

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d. Advertising Methods

Bidera employs a full range of local print media and digital advertising methods to promote our auction events in English and Spanish language formats.

Digital Media: Over the years more than 6,000 buyers have registered with us online and at previous onsite auctions. Our platform supports buyer notification by email blasts and "push" notifications to social media to reach all of them. Digital notices are placed on professional auctioneer's association database platforms including: www.Auctionflex.com www.AuctionZip.com www.Auctioneers.org and www.craigslist.com and the Google advertising platform. Our municipal clients reach local, national and international buyers with pronounced effect. We increase our new buyers by between 20% and 35% at every auction as we extend our reach.

Print Media: We will post local newspaper ads on behalf of City of North Miami for 2 weeks prior to auction day to satisfy local ordinances and achieve maximum exposure for the auction. Bidera provides bilingual print advertising with placement in The Miami Herald (English) and El Nuevo Herald (Spanish Newspaper)

All marketing channels link back to Bidera's customized client auction/catalog pages directly where buyers will view the offerings.

Bidera provides a value-added feature that is simply unavailable elsewhere. The City of North Miami will leverage the deep, long-term relationship Armando Perera has with our buyers. He knows who is interested in what merchandise and will get on the phone to personally advertise specialty surplus to the right buyers. He knows your market – and theirs.

e. Auction process

We will arrive on site to begin work on a date selected by the City at least 3 weeks prior to the auction. Once there, Bidera will organize items into lots that we feel will bring the highest revenue. Then it will be photographed and cataloged and uploaded to the City's customized page at www.bidera.com Dates for the beginning of the auction, possible preview, end of auction and pick up dates will be agreed upon between the City and Bidera in advance. This timeline will then be posted on the auction website for the general public. The City of North Miami has the option to offer a preview day, where the prospective bidders can physically view and inspect the items. Our staff will be onsite logging attending viewers.
Bidera agrees to provide the following services to the City of North Miami regarding the sale of their Surplus:

- Bidera will advertise and conduct all administrative functions related to the sale of their items under the provisions of Chapter 468 F.S.
- All bidders will be notified by Bidera that all vehicles sold by the City of North Miami are Sold As-Is, Where-Is, with no warranty expressed or implied.
- Upon receipt of payment in full Bidera will provide the buyer with a "Paid in Full" receipt.
- Bidera will develop a customized webpage for the City of North Miami with all digital marketing directed there by active link. The page will have the City of North Miami Logo and present the auction catalog with descriptions, images and videos when present, along with the terms and conditions of the auction.

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- Following the auction, Bidera will deploy staff for 3 business days for check out to support the transfer and dispatch of the sold vehicles.
- Bidders must show proof of payment and transfer of ownership prior to retrieving their purchases.
- After the checkout period day, the City of North Miami will assist any remaining out of State buyers pending pick-up.
- Out of State buyers may take up to 7 days to pick up and local buyers have 3 days to pick up.

Payment will be issued to the City of North Miami within 10 business days following auction close.

On www.bidera.com the general public can view current and past auctions. Bidders may register and login with the provision of a valid credit card. Bidera employs TLS1.2 in our SSL cert for the secure transmission of information.

Security: Sensitive data is stored using high-level encryption. We do not store buyer payment information. It is securely redirected to our PCI compliant First Data merchant service. Servers are located in a restricted access level 4 data center.

Property Transfer: The buyer will receive an "Unpaid" invoice with their total balance including itemized purchases, buyer's premium and sales taxes when applicable. They then can make their payment with a credit card or can wire the payment to a Bidera account, or by bringing the payment to our offices. Once paid, the buyer will receive a "Paid in Full" invoice.

Winning bidders will be instructed to provide a "Paid in Full" invoice, photo ID and proof of registration (where title transfer is required) prior to retrieving their purchases at the City's location. We will also take care of issues such as checking V.I.N numbers making sure all vehicle titles are transferable and ordering duplicate titles when the City does not provide one. We have found this method to work very well. Bidera assures that all vehicles, vessels & trailers baring a title shall be transferred to a new owner using a local DMV, relieving the City from any future liabilities.

Similar arrangements have been made to support the transfer of items controlled by other municipal offices. We have found this method to work very well. Bidera will present an auction plan including payment processing and the documented transfer of items.

Reporting: As Project Manager for Bidera, Mr. Perera will be responsible for generating and delivering all reports of business. Bidera will provide Microsoft Excel-based reporting to include all unit numbers and lot number, along with its description, city Account Division code(s) or a separate account by agency (as directed by the City). The report will also include:

- A registered buyer profile with bidder number, name, address, email, phone number and dealer/tax status.
- The entry of each lot sold by number, the buyer number and price paid.
- The buyer's invoice with buyer number, all contact information, lot number(s) purchased. with their descriptions and selling price(s), Taxes paid if applicable and the invoice total.
- Lots sold (by agency) and a summary by agency.
- An overall summary of the auction event including sales taxes by agency.

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All electronic records will be maintained by Bidera in a secured environment throughout the term of the contract and for a period of no less than five (5) years after termination. Past auction results of each item can also be viewed at www.bidera.com

The City of North Miami Terms & Conditions will be displayed as part of the online auction. By registering, the buyer agrees to the terms and conditions of the auction.

Bidera will be requiring that all bidders execute the City of North Miami's Bidder Contract form upon registration and the form will include the assigned bidder reference number. We will establish the method of providing these forms to the City upon start-up and anticipate that the City will want electronic files generated.

f. Auction equipment

Bidera will provide a golf cart as a mobile working space to inspect and catalog the online auction inventory and transport the auctioneer. It is properly equipped with computers, tablets, cameras and all equipment necessary to support the auctioneer & staff. A Jump Box will also be located on-site to deal with any dead vehicle batteries. Bidera will occasionally deploy a drone to photograph bigger lots.

F. Cost Proposal

City of North Miami cost proposal RFP No. 23-18-19

This includes the sale of the entire City surplus. Not limited to the following: Vehicles, heavy equipment, parts, fire and rescue trucks, vessels, police forfeiture, personal property, restaurant equipment, landscaping equipment, scrap metals, furniture, electronics and real estate.

Fixed Percentage Commission Charge **0%**

Fixed Percentage Buyer's Premium **10%**

G. Certified Minority Business Enterprise.

Bidera is not a certified minority business enterprise.

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H. References.

NORTH MIAMI FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: Miami Dade County Public Schools Contact: Executive Director

Address: 7001 SW 4 Street

City: Miami State: FL Zip: 33144

Contact Person: Carlos Limon

Phone: (786)275-0600 E-Mail: climon@dadeschools.net

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $ 1.330.000,00

Name: City of Deerfield Beach Contact: PURCHASING MANAGER

Address: 401 SW 4th Street

City: Deerfield Beach State: FL Zip: 33441

Contact Person: Ivelsa Guzman

Phone: (954)480-4486 / (954)299-5255 E-Mail: iguzman@deerfield-beach.com

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $700.000,00

Name: City of Miramar Contact: Procurement Manager

Address: 2200 Civic Center Place

City: Miramar State: FL Zip: 33025

Contact Person: Gary Bannister

Phone: (954)602-3257 E-Mail: gabannister@miramarfl.gov

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $605.000,00

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I. Office Location.

Bidera is located in the city of Miami at 4995 NW 72 Ave. Bidera's president, Mr. Armando Perera, will be the point of contact for all questions and requests regarding an auction. He may be contacted directly by phone at (305) 345-7490 (cell) or by email at AP@bidera.com. We have a very flexible approach to scheduling and expend every effort to meet the scheduling needs of all our clients. We have successfully produced and completed over 500 auctions for our cities and municipalities in a timely manner. Our efforts are focused on South Florida and the company is not seeking further expansion beyond the region.

In the last 2 months we have produced and completed auctions for the following cities and municipalities:

• Village of Miami Shores,	• Miami Dade County Public Schools,
• Broward Sheriff's Office Fire Department,	• City of Coconut Creek,
• City of West Miami,	• City of Coral Gables,
• Miami Springs Golf Course and Police Department,	• City of Hialeah.

Examples of past auction results are clearly posted on our website at http://bidera.hibid.com/auctions/past/

J. Local Business Preference.

N/A

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K. Additional Information.

The table below demonstrates many of the benefits of Bidera online auction method vs. other online auction platforms:

BIDERA ONLINE AUCTION METHOD	OTHER ONLINE AUCTION SERVICES
Your surplus is in great hands. An experienced auctioneer and personal property appraiser prepares the City's surplus catalog with detailed item and condition reporting, videos and photos. We specialize in maximizing revenue for vehicles and heavy equipment. Our buyers have come to depend on the auctioneer's comments and contact him directly with surplus questions.	Other services only provide a platform. All the work must be done by the City. Limited experienced City employees must prepare and upload the entire surplus catalog. Limited or inaccurate information diminishes buyer confidence or may give the appearance of collusion.
Our auction software allows us to resale items to the backup bidder. This is extremely useful in the event an item is abandoned. We document and maintain clear records of all changes.	Not capable of reselling an item. Item/s has to be sold in a future auction.
We advertise the surplus extensively on your behalf. Contact buyers directly by phone. Place surplus in specialty publications if necessary. Place an ad of the upcoming auction in the local newspaper as required by Chapter 274.06	Not designed to advertise outside of its online platform.
An evaluation conducted by the City of Miramar concluded that our auctions yield more revenue for them when compared to Public Surplus, Gov Deals and other platforms they have used in the past.	The City does all the work to produce an auction, adding operating costs for the City.
Payment is collected on your behalf. Automated credit card payments are integrated with our auction software. Buyers can also pay via bank transactions. Buyer experience comes full circle when finalizing their purchases with our courteous staff.	City employees collect payment.
Check out times are advertised accordingly and done by appointment. Buyers are accompanied by our staff.	Check out is done by the City's employees.

No other auction company provides the municipal client with the advantages found at Bidera. We offer comprehensive services from initial inventory assessment through auction production, payment processing and post auction management.

L. Litigation.

Bidera is involved in no litigation and no debarment has ever been placed upon Bidera.

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M. Insurance Requirements.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2019

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

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

PRODUCER Fortun Insurance, Inc 365 Palermo Avenue Coral Gables FL 33134-6607	CONTACT NAME: Judith Grave de peralta PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale		10672
	INSURER B : MAPFRE Insurance Co.		34932
	INSURER C : United States Liability Ins.		25895
	INSURER D :		
	INSURER E :		
	INSURER F :		
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166			

COVERAGES CERTIFICATE NUMBER: 18/19 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPS2780026	03/05/2018	03/05/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 500,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

City of North Miami
776 NE 125th Street
North Miami FL 33161

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/17/2018 **EXPIRATION DATE:** 3/16/2020

PERSON: PERERA ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors□Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

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N. RFP Forms.

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FORM A-1

NORTH MIAMI
FLORIDA

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to BIDERA, LLC
[print name of public entity]

by ARMANDO PERERA
[print individual's name and title]

for ARMANDO PERERA
[print name of entity submitting sworn statement]

whose business address is 4995 NW 72 Ave Suite 405 MIAMI, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-3100185 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined 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 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 bid 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.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

   1. A predecessor or successor of a person convicted of a public entity crime; or

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

5. 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 bids or applies to bid 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.

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FORM A-1

NORTH MIAMI FLORIDA

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

☒ Neither the entity submitting this sworn statement, nor any 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 management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____
[signature]

Sworn to and subscribed before me this 15 day of February, 2019.

Personally known _____

OR Produced identification Florida DL Notary Public - State of Florida

Driver license P660-000-68-296-0 My commission expires 04/19/2020
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared ARMANDO PERERA (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the PRESIDENT of the corporation/partnership known and styles as BIDERA LLC., duly formed under the laws of the State of FL, on JUNE 24, 2019, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That BIDERA LLC. (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of AUCTION SERVICES, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That BIDERA LLC. (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That BIDERA LLC. (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That BIDERA LLC. (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

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NORTH MIAMI
FLORIDA

6. That no officer of BIDERA LLC. has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: ARMANDO PERERA

Its: _____
Authority Warranted

SWORN TO and subscribed before me this 15 day of February, 2019.

_____
Notary Public
My Commission Expires:

Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

NORTH MIAMI
FLORIDA

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT: AUCTION SERVICES RFP NO. 23-18-19

OWNER: CITY OF NORTH MIAMI

BIDDER: BIDERA LLC.

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.

D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact the Purchasing Department via email at purchasing@northmiamifl.gov or via phone: (305) 895-9886.

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NORTH MIAMI
FLORIDA

QUESTIONNAIRE

Bidder's Name: BIDERA, LLC

Principal Office Address: 4995 NW 72 AVE SUITE 405 MIAMI, FL 33166

Official Representative: ARMANDO PERERA
Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: 06/24/2013

In what State: FLORIDA

If Foreign Corporation:

Date of Registration with Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: ARMANDO PERERA

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

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NORTH MIAMI
FLORIDA

Name and Address of Each Partner:

	Name	Address
1.	N/A	
2.		
3.		

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 12

2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

   Yes ( ) No (X)

   If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain: N/A

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? N/A

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary. N/A

5. Person or persons interested in the proposal and Questionnaire Form _____ (~~have~~) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits: N/A

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B. List all judgments from lawsuits in the last five years: N/A

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

N/A

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

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NORTH MIAMI
FLORIDA

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated FEBRUARY 14th **,20** 19

CONSULTANT:

By ARMANDO Perera
Its _____

Sworn to and subscribed before me this 15 day of February ,20 19

Notary Public

My Commission Expires:

04/19/2020.

Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

NORTH MIAMI
FLORIDA

FORM A-5

ADDENDUM TO BID DOCUMENTS

BID NUMBER: RFP N° 23-18-19

BID OPENING DATE: January 17, 2019

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

Addendum No. 9 _____

Addendum No. 10 _____

Acknowledged by:
Name: Armando Perera
Signature: _____
Date: 2-15-2019

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

NORTH MIAMI
FLORIDA

Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - $1,000,000

- Fidelity / Dishonesty Coverage - $500,000 per occurrence

- Professional Liability (Errors and Omissions) Insurance –

    1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
    2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
    3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

- Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.

- Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2019

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

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

PRODUCER Fortun Insurance, Inc 365 Palermo Avenue Coral Gables FL 33134-6607	CONTACT NAME: Judith Grave de peralta PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale — 10672 INSURER B : MAPFRE Insurance Co. — 34932 INSURER C : United States Liability Ins. — 25895 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18/19 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS2780026	03/05/2018	03/05/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

City of North Miami
776 NE 125th Street
North Miami FL 33161

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/17/2018 **EXPIRATION DATE:** 3/16/2020

PERSON: PERERA ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405 ,

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors☐Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

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NORTH MIAMI
FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: Miami Dade County Public Schools Contact: Executive Director

Address: 7001 SW 4 Street

City: Miami State: FL Zip: 33144

Contact Person: Carlos Limon

Phone: (786)275-0600 E-Mail: climon@dadeschools.net

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $ 1.330.000,00

Name: City of Deerfield Beach Contact: PURCHASING MANAGER

Address: 401 SW 4th Street

City: Deerfield Beach State: FL Zip: 33441

Contact Person: Ivelsa Guzman

Phone: (954)480-4486 / (954)299-5255 E-Mail: iguzman@deerfield-beach.com

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $700.000,00

Name: City of Miramar Contact: Procurement Manager

Address: 2200 Civic Center Place

City: Miramar State: FL Zip: 33025

Contact Person: Gary Bannister

Phone: (954)602-3257 E-Mail: gabannister@miramarfl.gov

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $605.000,00

PRINT

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

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EFFECTIVE DATE: 3/17/2018 **EXPIRATION DATE:** 3/16/2020

PERSON: PERERA ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405 ,

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors□Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2019

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

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

PRODUCER	CONTACT NAME: Judith Grave de peralta	
Fortun Insurance, Inc. 365 Palermo Ave. Coral Gables FL 33134-6617	PHONE (A/C, No, Ext): (305) 445-3535	FAX (A/C, No):
	E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale	
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166	INSURER B : MAPFRE Insurance Co.	
	INSURER C : United States Liability Ins.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS2965440	03/05/2019	03/05/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

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

The Certificate Holder is named as Additional Insured when required by a written contract agreement

CERTIFICATE HOLDER

City of North Miami
776 NE 125th Street
North Miami FL 33161

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NORTH MIAMI FLORIDA
Purchasing Department

MEMORANDUM

To: Theresa Therilus, Esq., City Manager

Via: Alberto Destrade, CPPO, Purchasing Director

From: Heylicken Espinoza, CPPB, Purchasing Agent

Date: March 1, 2022

RE: **Recommendation for Renewal – RFP 23-18-19 – Surplus Auction Services**

For your review and signature, approving the first renewal of the City's contract with Bidera, LLC pursuant to ***Request for Proposals 23-18-19 – Surplus Auction Services*** for a one-year term effective from April 15, 2022 through April 14, 2023.

BACKGROUND

On January 17, 2019, the City advertised ***RFP 23-18-19 – Surplus Auction Services*** requesting bids from qualified and experienced vendors to provide the City with auction services in accordance with the terms and conditions of the RFP. As a result of this solicitation, Bidera, LLC was subsequently awarded a contract as the highest ranked respondent for an initial term of three (3) years with the City's option to renew for an additional two (2) years on a year-by-year basis.

Since their award, Bidera has provided the City with above satisfactory services including maintaining a website with the City's auction information, photographing and cataloguing auction items, providing all legal advertisements for auctions in accordance with State Statute requirements, providing temporary storage for auction items and maintaining reports and records regarding auctions in compliance with local laws. Services are provided at no cost to the City due to a 10% Buyer's Premium which is charged to the highest bidder for each auction

Given the above, staff is requesting approval to execute the first option to renew Bidera's contract for a one-year term.

ATACHMENTS:

Original Agreement

☑ Approved ☐ Not Approved

Theresa Therilus, Esq.
City Manager

03/04/22
Date

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CITY OF NORTH MIAMI
SURPLUS AUCTION SERVICES AGREEMENT
(RFP #23-18-19; Surplus Auction Services)

THIS SURPLUS AUCTION SERVICES AGREEMENT ("Agreement") is entered into on 4/10/2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Bidera, LLC**, a Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 Northwest 72nd Avenue, Suite 405, Miami, FL 33166 ("Vendor"). The City and Vendor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on January 17, 2019, the City of North Miami ("City") advertised ***Request for Proposals #23-18-19, Surplus Auction Services*** ("RFP"), for the purpose of retaining experienced and qualified Auctioneers to provide auction services for surplus items for the City to include, but not limited to vehicles, office equipment, furniture and confiscated or seized items, (collectively referred hereto as "Services"); and

WHEREAS, the RFP was administered in accordance with Chapter 7, Article III of the City's Procurement Code; and

WHEREAS, in response to the RFP, Vendor submitted its proposal for the provision of professional Auctioneering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, Vendor was ranked as the most responsive, responsible respondent for the provision of Services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Request for Proposals #23-18-19, Surplus Auction Services***, attached hereto by reference;
2.1.2 Vendor's response to the RFP ("Proposal"), attached hereto as "Exhibit A";
2.1.3 Certificates of Insurance are attached as "Exhibit B";
2.1.4 Any additional documents which are required to be submitted by Vendor under this Agreement.

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2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The RFP.
2.2.4 The Proposal.

2.3 The Parties agree that Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Vendor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TERM

3.1 The Parties agree that, subject to authorized adjustments, the Term of this Agreement shall be a period of three (3) years commencing on April 15, 2019, and ending on April 14, 2022.

3.2 Following the Initial Term, the City shall have two (2) options to renew this Agreement for additional periods of one (1) year, under the same terms and conditions.

3.3 Vendor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Vendor's ability to timely perform Services or any portion thereof, the City may request that the Vendor, within a reasonable period of time, provide adequate assurances to the City in writing, of Vendor's ability to perform in accordance with terms of this Agreement. In the event that the Vendor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Vendor shall provide Services at no cost to the City, and instead will charge the highest bidder (i.e., purchaser) of the auctioned property the amount of ten (10) percent of the bid price.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Vendor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Vendor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Vendor shall perform Services in

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accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Vendor represents and warrants to the City that: (i) Vendor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Vendor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Vendor is duly authorized to execute same and fully bind Vendor as a Party to this Agreement.

5.3 Vendor agrees and understands that: (i) any and all subcontractors used by Vendor shall be paid by Vendor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Vendor. Any work performed for Vendor by a subcontractor will be pursuant to an appropriate agreement between Vendor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Vendor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Vendor at its own cost, whether or not specifically called for.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Vendor. In such event, the City shall pay Vendor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Vendor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Vendor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Vendor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Vendor fails to comply with any provision of this Agreement, the City may declare the Vendor in default by written notification. The City shall have the right to terminate this Agreement if the Vendor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Vendor fails to cure the default, the Vendor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Vendor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Vendor understands and agrees that termination of this Agreement under

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this section shall not release Vendor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ERRORS AND OMISSIONS

9.1 Vendor shall be responsible for deficient conduct and reporting due to Vendor's errors and omissions, and shall promptly correct or replace all such deficiencies without cost to City. The Vendor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Vendor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Vendor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Vendor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Vendor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Vendor under this Agreement. Vendor shall not commence work under this Agreement until after Vendor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Vendor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Vendor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Vendor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Vendor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and

be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Vendor under this Agreement shall be delivered to the City by the Vendor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Vendor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

12.2 The Vendor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Vendor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Vendor for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Vendor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Vendor:
Bidera LLC
Attn: Armando Perera
4995 Northwest 72nd Avenue
Suite 405
Miami, FL 33166

For the City:
City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

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With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Vendor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Vendor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Vendor, except as fully disclosed and approved by the City. Vendor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Vendor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Vendor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Vendor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Vendor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Witnessed By: DocuSigned by: Ismelba Ramirez CEDD8981C87C4DF...

Witness Name: Ismelba Ramirez

Witness Date: 4/9/2019

Bidera, LLC, a Florida Limited Liability Company:
"**Vendor**"

By: DocuSigned by: Armando Perera 0E68552C10FC48E...

Print Name: Armando Perera

Date: 4/9/2019

ATTEST:

By: DocuSigned by: Michael A. Etienne 2C7010872EE8414...
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation:
"**City**"

By: DocuSigned by: Larry M. Spring, Jr. C23984DEA2724GF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P.H. Cazeau 8AF8443D714D491...
Jeff P. H. Cazeau
City Attorney

BIDERA SM

GOVERNMENT AUCTION SERVICES

ARMANDO PERERA, Auctioneer
Bidera Government Auction Services
4995 NW 72nd Avenue, Suite 405
Miami, FL 33166
O 305 822 5000
F 305 822 5007
C 305 345 7490
AP@BIDERA.COM
FEIN 49-3100185

www.BIDERA.com


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SELLER
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305.822.5000
SUBMIT
PUBLIC AUCTIONS OF LOCAL GOVERNMENT SURPLUS




Upcoming Auctions
Online, Broward Sheriff's Office Surplus Vehicle Auction ends 2-16-2021
ONLINE
Online, City of Hialeah Surplus Auction ends 2-23-2021
ONLINE
Online, Multi City Surplus Auction ends 3-9-2021
ONLINE
MULTI CITY
EB
SURPLUS

BidEra is a complete auction service at no cost to any governmental agency.

Our clients hire us to do all the work involved selling their surplus to the public. We provide comprehensive auction management services from the initial assessment and organization of inventory into lots, according to the auctioneer's discretion in order to achieve the maximum bid, through the development of the catalog, effective multi-channel marketing advertising and promotion of the auction event to the final sale, collection and processing of payment and the transfer of inventory and reporting.

Our services are free for our governmental clients. You keep 100% of your proceeds. No hidden fees or commissions. Bidders pay us a buyer's fee. That fee covers all of our services including the payment collection and processing fee.

We can sell anything from cars, trucks, heavy equipment, landscaping equipment, tools, IT equipment, kitchen equipment, furniture and more.

Easily transition from your current auction method by piggybacking to any of our existing contracts with other cities or provide your own contract so we can handle all of your surplus on your behalf.

Since our founding in 2007, BidEra has benefited from organic growth as a business. Our reputation for excellence has spread by word of mouth from one municipality department to another and today, we serve the auction needs of 40+ government agencies across South Florida.

Among our more prominent clients are the City of North Miami, Miami Dade County Public Schools and the Broward Sheriff's Office. Our expansion is built upon our success as evidenced by our growing list of municipal clients and the development of a registered bidders list of over 8,500 buyers. BidEra has developed a long reach and your City can leverage our long-standing contacts with buyers from across the United States, Canada, the Caribbean, Central America, South America, and Europe.

What you can expect from BidEra.

- Surplus will be Sold As Is, Where-Is, with no warranty expressed or implied.
- Creation of a digital catalog and customized web page for your City with complete descriptions images and videos
- Advertise the online auction under the provisions of Chapter 274 F.S.
- Dealing with the public from beginning to the end of the transaction. Relieving City employees from interruptions.
- Title Transfers for all DMV registered vehicles and trailers before releasing to the new owners.
- Handling the dispatching of the sold vehicles and other surplus for (3) consecutive days following the close of the online auction.
- Detailed auction sales report provided with a check for immediate deposit within seven (7) business days.
- Electronic records will be maintained by BidEra in a secured environment throughout the term of the contract and for a period of no less than five (5) years.
- All sales conducted through BidEra.com are Public Records displayed online at all times for auditors or any administrative department to review.

BidEra's president, Mr. Armando Perera, will be the point of contact for all questions and issues. He may be contacted directly by phone at (305) 345-7490 (cell) or by email at AP@bidera.com.

BIDERA SM

CITY OF HIALEAH
Contact: Anibal Rioseco
Title: Fleet Division Director
Work: (305) 769-7729
Work Fax: (305) 687-2666
Email: arioseco@hialeahfl.gov

TOWN OF MEDLEY
Contact: Janette Said
Title: Chief of Police
Work: (305) 887-9541
Email: jsaid@medleypd.com

CITY OF KEY BISCAYNE
Contact: Steven Capone
Title: Lieutenant
Work: (305) 365-5555
Email: sbcapone@yahoo.com

NORTH BAY VILLAGE
Contact: Manuel Casais
Title: Interim Finance Director
Work: (305) 758-7272 ext 33
Email: mcasais@nbvillage.com

CITY OF HIALEAH GARDENS
Contact: Manny Carrera
Title: Police Emergency Management Coordinator
Work: (305) 558-3333
Email: mcarrera@cityofhialeahgardens.com

CITY OF MIAMI SPRINGS
Contact: Tom Nash
Title: Public work Director
Work: (786)-229-9719

Email: nasht@miamisprings-fl.gov

CITY OF OPA LOCKA
Contact: Rose McKay
Title: Procurement Director
Work: (786) 385-3853
Email: rmckay@Opalockafl.gov

CITY OF CORAL GABLES
Contact: Steven Riley
Title: Automotive Director
Work: (305) 460-5144
Email: sriley@coralgables.com

CITY OF SWEETWATER
Contact: Jennifer Maroño
Title: Fleet Manager
Work: (305) -967-1509
Email: jennifer@sweetwater.fl.gov

MIAMI SHORES VILLAGE
Contact: Lieutenant David McLeod
Title: Lieutenant
Work: (786)251-7068
Email: david.mcleod@mspd.org

CITY OF WEST MIAMI
Contact: Juan Peña
Title: Public Works Director
Work: (305)266-4214
Email: cwmjpena@bellsouth.net

VILLAGE OF PINECREST
Contact: Ivan Osores
Title: Sergeant
Work: (305)234-2109
Email: Iosores@pinecrest-fl.gov

CITY OF SOUTH MIAMI
Contact: Steven Kulick
Title: Purchasing Manager
Work: (305)663-6339
Email: skulick@southmiamifl.gov

VILLAGE OF VIRGINIA GARDENS
Contact: Chris Fonseca
Title: Lieutenant
Work: (305)871-3141
Email: cfonseca@vgpd.com

BIDERA SM

BROWARD COUNTY

Contact: Ean Clarke
Title: Broward Transit Director
Work: (954)357-7711
Email: eclarke@broward.org

TOWN OF SURFSIDE

Contact: Elinor Joseph
Title: Sergeant
Work: (305)861-4862
Email: ejoseph@townofsurfsidefl.gov

CITY OF MIRAMAR

Contact: Alicia Ayum
Title: Procurement Director
Work: (954) 651-8172
Email: aayum@miramarfl.gov

VILLAGE OF BISCAYNE PARK

Contact: Nick Wollschlager
Title: Chief of Police
Work: (305) 893-7490
Email:
nwollschlager@biscayneparpolice.org

CITY OF DORAL

Contact: Adam N. Temple
Title: Director of Code Compliance
Work: (305) 593-6680 Ext.3200

Email: adam.temple@cityofdoral.com

CITY OF NORTH LAUDERDALE

Contact: George Krawczyk, P.E.
Title: Assistant Public Works / Utilities Director
Work: (954) 597-4756

Email: gkrawczyk@nlauderdale.org

CITY OF DEERFIELD BEACH

Contact: Paul Collette
Title: Buyer
Work: (954) 480-4418

Email: PCollette@deerfield-beach.com

HIALEAH HOUSING AUTHORITY

Contact: Jose Martinez
Title: Director of Administration
Work: (786) 525-7563

Email: jmartinez@hialeahhousing.org

SHERIFF'S OFFICE BROWARD COUNTY

Contact: Victor Goizueta
Title: Fire Rescue Fleet Coordinator
Work: (954) 359-1602
Email: victor_goizueta@sheriff.org

CITY OF NORTH MIAMI

Contact: Alberto Destrade
Title: Interim Purchasing Manager
Work: (305) 895-9886

Email: adestrade@northmiamifl.gov

BAL HARBOUR VILLAGE

Contact: Mauricio Escarra

Title: Bal Harbour Police Commander
Work: (305) 632-8860

Email: mescarra@balharbourfl.gov

MIAMI DADE COUNTY PUBLIC SCHOOLS

Contact: Carlos Limon
Title: Director Materials Management
Work: (786) 457-2370
Email: climon@dadeschools.net

CITY OF HOLLYWOOD

Contact: Paul Bassar
Title: Procurement Director
Work: (954) 921-3223
Email: pbassar@hollywoodfl.gov

TOWN OF GOLDEN BEACH

Contact: Yovany Diaz
Title: Lieutenant
Work: (305) 331-4491
Email: ydiaz@goldenbeach.us

BIDERA SM

CANADA CONSULATE GENERAL

Contact: Narciso Gomez
Title: Administrator Assistant
Work: (305) 331-4491
Email: narciso.gomez@international.gc.ca

CITY OF NORTH MIAMI BEACH

Contact: Pedro Dominguez
Title: Fleet Director
Work: (305) 775-4027
Email: pedro.dominguez@citynmb.com

CITY MARGATE

Contact: Spencer L. Shambray , CPPB
Title: Purchasing Manager
Work: (954) 935-5341
Email: sshambray@margatefl.com

CITY OF PEMBROKE PINES

Contact: Mark Gomes
Title: Procurement Division
Work: (954) 736-7592
Email: mgomes@ppines.com

MONROE COUNTY

Contact: Roy Sanchez
Title: Director Monroe County Fleet Management
Work: (305)292-3572
Email: Sanchez-Roy@monroecounty-fl.gov

TOWN OF DAVIE

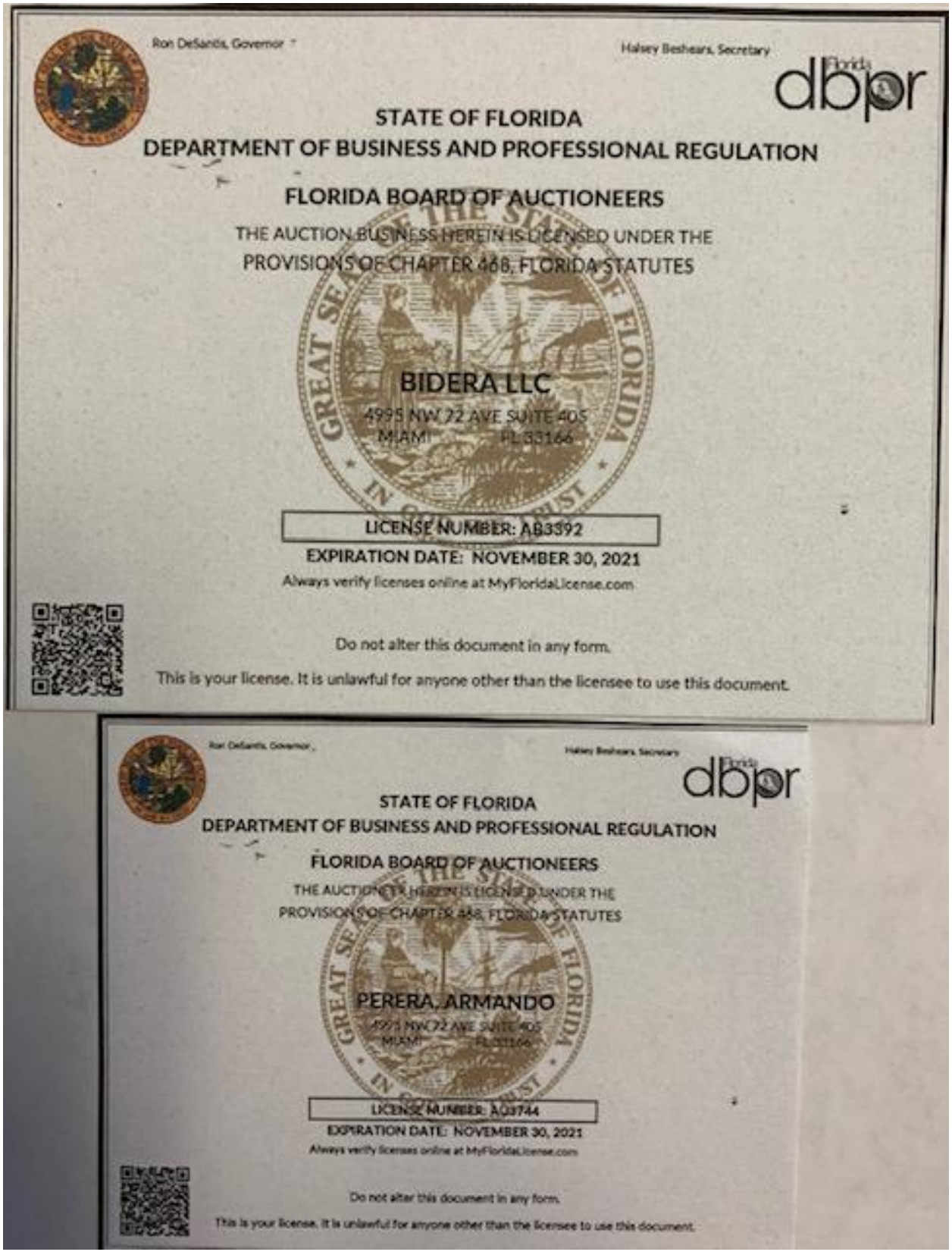
Contact: Brian Oconnor
Title: Procurement Manager
Work: (954)797-1016 / (305)338-4800
Email: brian_oconnor@davie-fl.gov

CITY OF COOPER CITY

Contact: Kerri Anne Fisher
Title: Purchasing Agent
Work: (954)434-4300 x #262
Email: kfisher@coopercityfl.org

TOWN OF HILLSBORO BEACH

Contact: Mac Serda
Title: Town Manager
Work: (954)427-4011
Email: mserda@townofhillsborobeach.com



Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS

THE AUCTION BUSINESS HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BIDERA LLC
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

LICENSE NUMBER: AB3392
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS

THE AUCTIONEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

PERERA, ARMANDO
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

LICENSE NUMBER: AU3744
EXPIRATION DATE: NOVEMBER 30, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

BIDERA SM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2019

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

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

PRODUCER	CONTACT NAME: Judith Grave de peralta
Fortun Insurance, Inc. 365 Palermo Ave. Coral Gables FL 33134-6617	PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166	INSURER A: Scottsdale	10672
	INSURER B: Infinity Commercial Auto	34932
	INSURER C: United States Liability Ins.	25895
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19/20 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS2985440	03/05/2019	03/05/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			509-80004-0601-001	07/20/2019	07/20/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 20,000 p/accident
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758E/SP1559320D	04/11/2019	04/11/2020	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

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

The Certificate Holder is named as Additional Insured and waiver of subrogation applies when required by a written contract agreement.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000090491

Entity Name: BIDERA LLC

FILED
Jan 27, 2021
Secretary of State
3013508421CC

Current Principal Place of Business:

4995 NW 72 AVE
405
MIAMI, FL 33166

Current Mailing Address:

4995 NW 72 AVE
405
MIAMI, FL 33166 US

FEI Number: 46-3100185

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PERERA, ARMANDO
8950 NE 8 AVE
302
MIAMI, FL 33138 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: ARMANDO PERERA 01/27/2021

Electronic Signature of Registered Agent — Date

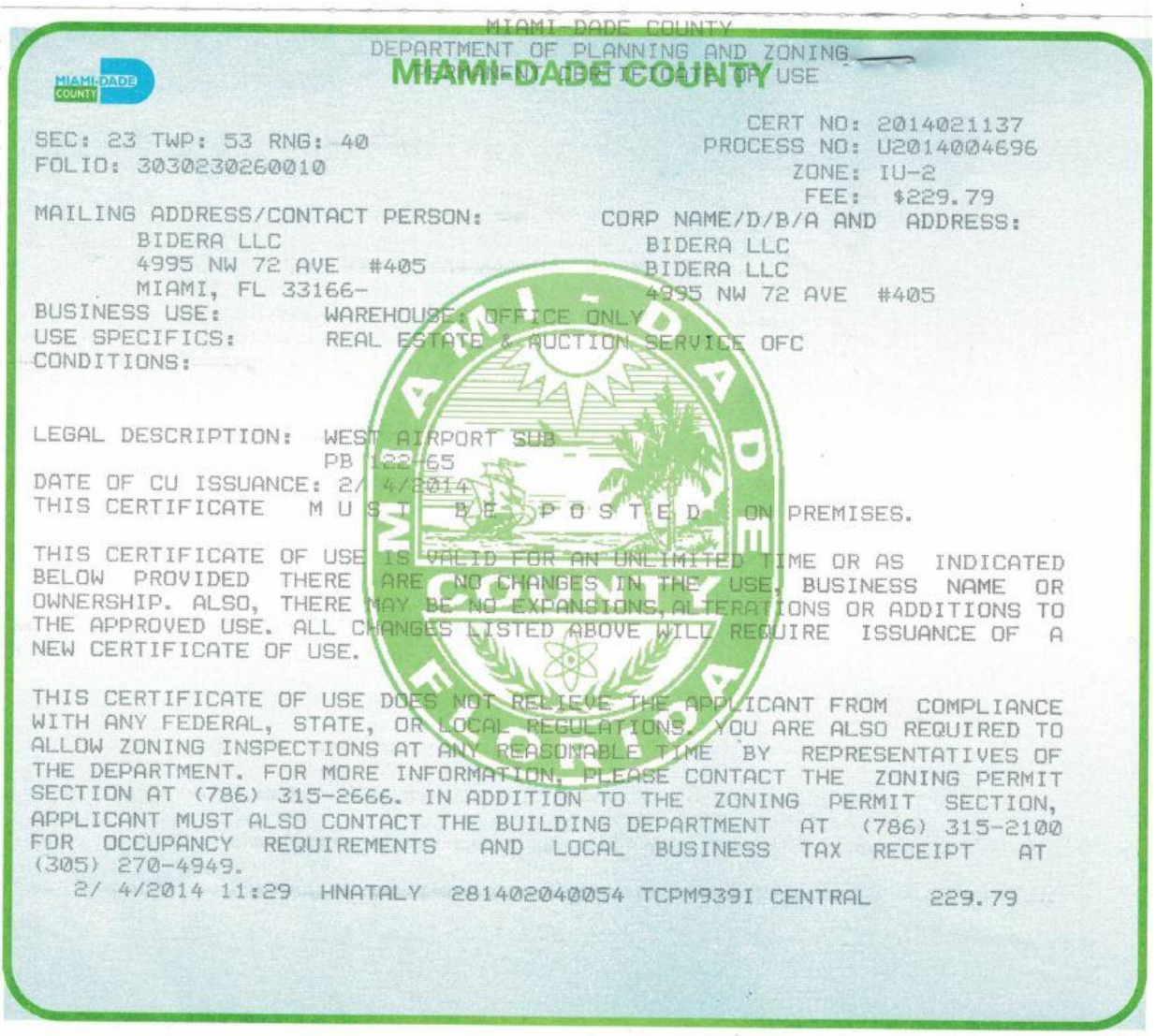
Authorized Person(s) Detail:

Title	MGR
Name	PERERA, ARMANDO
Address	8950 NE 8 AVE 302
City-State-Zip:	MIAMI FL 33138

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: ARMANDO PERERA MGR 01/27/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date



MIAMI-DADE COUNTY
DEPARTMENT OF PLANNING AND ZONING
MIAMI-DADE COUNTY CERTIFICATE OF USE

CERT NO: 2014021137
PROCESS NO: U2014004696
ZONE: IU-2
FEE: $229.79

SEC: 23 TWP: 53 RNG: 40
FOLIO: 30302302600l0

MAILING ADDRESS/CONTACT PERSON:
BIDERA LLC
4995 NW 72 AVE #405
MIAMI, FL 33166-

CORP NAME/D/B/A AND ADDRESS:
BIDERA LLC
BIDERA LLC
4995 NW 72 AVE #405

BUSINESS USE: WAREHOUSE: OFFICE ONLY
USE SPECIFICS: REAL ESTATE & AUCTION SERVICE OFC
CONDITIONS:

LEGAL DESCRIPTION: WEST AIRPORT SUB
PB 122-65
DATE OF CU ISSUANCE: 2/ 4/2014
THIS CERTIFICATE M U S T B E P O S T E D ON PREMISES.

THIS CERTIFICATE OF USE IS VALID FOR AN UNLIMITED TIME OR AS INDICATED BELOW PROVIDED THERE ARE NO CHANGES IN THE USE, BUSINESS NAME OR OWNERSHIP. ALSO, THERE MAY BE NO EXPANSIONS, ALTERATIONS OR ADDITIONS TO THE APPROVED USE. ALL CHANGES LISTED ABOVE WILL REQUIRE ISSUANCE OF A NEW CERTIFICATE OF USE.

THIS CERTIFICATE OF USE DOES NOT RELIEVE THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL REGULATIONS. YOU ARE ALSO REQUIRED TO ALLOW ZONING INSPECTIONS AT ANY REASONABLE TIME BY REPRESENTATIVES OF THE DEPARTMENT. FOR MORE INFORMATION, PLEASE CONTACT THE ZONING PERMIT SECTION AT (786) 315-2666. IN ADDITION TO THE ZONING PERMIT SECTION, APPLICANT MUST ALSO CONTACT THE BUILDING DEPARTMENT AT (786) 315-2100 FOR OCCUPANCY REQUIREMENTS AND LOCAL BUSINESS TAX RECEIPT AT (305) 270-4949.

2/ 4/2014 11:29 HNATALY 281402040054 TCPM939I CENTRAL 229.79

BIDERA SM

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7165827

RECEIPT NO.
RENEWAL
7444237

EXPIRES
SEPTEMBER 30, 2021
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
PERERA, ARMANDO
4995 NW 72ND AVE 405
MIAMI, FL 33166

OWNER
PERERA, ARMANDO
C/O BIDERA LLC

SEC. TYPE OF BUSINESS
213 AUCTIONEERING SERVICE

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/01/2020
CREDITCARD-20-071602

Employee(s) 1 AU3744

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

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

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

MIAMI-DADE COUNTY

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7165825

RECEIPT NO.
RENEWAL
7444235

EXPIRES
SEPTEMBER 30, 2021
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
BIDERA LLC
4995 NW 72ND AVE 405
MIAMI, FL 33166

OWNER
BIDERA LLC
C/O ARMANDO PERERA

SEC. TYPE OF BUSINESS
212 REAL ESTATE FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/03/2020
CREDITCARD-20-072547

Employee(s) 2 CQ1044097

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

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

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

MIAMI-DADE COUNTY

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Official Internet Site of the Florida Legislature

April 23, 2018 Search Statutes: 2017 Search Advanced Legislative Search and Browse

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Citator
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The 2017 Florida Statutes

Title XVIII
PUBLIC LANDS AND PROPERTY

Chapter 274
TANGIBLE PERSONAL PROPERTY OWNED BY LOCAL GOVERNMENTS

View Entire Chapter

274.06 Alternative procedure.—Having consideration for the best interests of the county or district, a governmental unit's property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function, which property is not otherwise lawfully disposed of, may be disposed of for value to any person, or may be disposed of for value without bids to the state, to any governmental unit, or to any political subdivision as defined in s. 1.01, or if the property is without commercial value it may be donated, destroyed, or abandoned. The determination of property to be disposed of by a governmental unit pursuant to this section instead of pursuant to other provisions of law shall be at the election of such governmental unit in the reasonable exercise of its discretion. Property, the value of which the governmental unit estimates to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the governmental unit. Any sale of property the value of which the governmental unit estimates to be $5,000 or more shall be sold only to the highest responsible bidder, or by public auction, after publication of notice not less than 1 week nor more than 2 weeks prior to sale in a newspaper having a general circulation in the county or district in which is located the official office of the governmental unit, and in additional newspapers if in the judgment of the governmental unit the best interests of the county or district will better be served by the additional notices; provided that nothing herein contained shall be construed to require the sheriff of a county to advertise the sale of miscellaneous contraband of an estimated value of less than $5,000.

History.—s. 6, ch. 59-163; s. 22, ch. 94-226; s. 7, ch. 96-209.

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BIDERA SM

Miami-Dade County Public Schools
giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Dr. Lawrence S. Feldman, Chair
Dr. Marta Pérez, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Steve Gallon III
Perla Tabares Hantman
Dr. Martin Karp
Lubby Navarro
Mari Tere Rojas

To Whom It May Concern,

Miami Dade county Public Schools has utilized the services of BIDERA for the past year. They have been doing our auctions of surplus equipment and vehicles and they have been able to sell them for more than we expected. BIDERA have been very prompt with their reporting as well as very punctual with payment of the proceeds from the sale.

Mr. Armando Perera of BIDERA is always in contact with me before as well as after the surplus sale to insure that everything is completed and the school district is satisfied.

I would recommend BIDERA auction services to any unit of government in the State of Florida for selling their surplus equipment and property.

Please feel free to contact me if you have any questions about my experiences.

Carlos Limon

Carlos Limon

Director Materials Management, Stores & Mail Distribution
Miami Dade County Public Schools
climon@dadeschools.net
786-275-0600

MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete
Chief of Police

May 6, 2014

Bidera Auction Services
4995 N.W. 72 Avenue, Suite 405
Miami, Florida 33166

To Whom It May Concern:

It is with great pleasure that the Medley Police Department recommends Mr. Armando Perera of Bidera Auction Services for your surplus auction needs.

I have worked with Mr. Perera and his staff on several auctions. Mr. Perera has always displayed a high degree of integrity, responsibility and professionalism. In his professional capacity as the auctioneer, Mr. Perera, successfully provides auctions for our surplus vehicles and equipment.

It is for the forgoing reasons that the Medley Police Department recommends Bidera Auction Services, who is in good standing with the Medley Police Department as a competent and professional auctioneer.

Should you have any questions and/or need further information, please feel free to contact me at (305) 883-2047.

Sincerely,

Jeanette Said-Jinete
Chief of Police

JSJ/cir

(305) 883-2047 / Fax: (305) 805-3720 / 7777 N.W. 72 Avenue / Medley, Florida 33166-2409
jsaid@medley.com / www.medleypd.com

BIDERA SM

Consignor Settlement

Bidera
4995 NW 72 Ave Suite 405
Miami, FL 33166
Phone: 305-822-5000 Fax: 305-822-5007

CO #:	1274
Date:	3/23/2018
Page:	1

Consignor
Rachel Benson
City of North Miami Beach
17011 NE 19th Ave Suite#315
Nmb, FL 33162
Phone:305-948-2946

Auction: City of North Miami Beach 04/10/2018

Lot#	Description	Quantity	Unit Price	Ext.Price	Comm/BuyBack	Expenses
101	2002 Chevrolet Impala Sedan	1.00	1,450.00	1,450.00	0.00	0.00
102	2003 Chevrolet Silverado Shortbed	1.00	2,175.00	2,175.00	0.00	0.00
103	2002 Chevrolet Express 3500 Cargo Van	1.00	3,325.00	3,325.00	0.00	0.00
104	2006 Chevrolet Silverado 1500 Pick Up	1.00	2,200.00	2,200.00	0.00	0.00
105	2004 Chevrolet Silverado 3500 Crew Cab Utility.	1.00	5,000.00	5,000.00	0.00	0.00
106	2002 Chevrolet Silverado 2500 HD 2WD	1.00	2,375.00	2,375.00	0.00	0.00
107	2002 Chevrolet Silverado 2500	1.00	2,825.00	2,825.00	0.00	0.00
108	2000 Silverado 1500 Pick Up	1.00	1,675.00	1,675.00	0.00	0.00
109	1999 Chevrolet S-10 Ext. Cab LS	1.00	2,425.00	2,425.00	0.00	0.00
110	2002 Chevrolet Silverado 2500HD	1.00	1,650.00	1,650.00	0.00	0.00
111	2000 Chevrolet Panel Van	1.00	1,950.00	1,950.00	0.00	0.00
112	2003 Chevrolet Silverado 2500 HD 2WD REG CAB	1.00	2,375.00	2,375.00	0.00	0.00
113	2006 Chevrolet Cobalt 4-Door	1.00	2,100.00	2,100.00	0.00	0.00
114	2004 Chevrolet Silverado 2500 HD	1.00	2,900.00	2,900.00	0.00	0.00
115	2005 Chevrolet Cobalt 4-Door	1.00	2,100.00	2,100.00	0.00	0.00
116	2006 Chevrolet Silverado 1500 Pick Up	1.00	2,725.00	2,725.00	0.00	0.00
117	2000 GMC Safari Cargo Van	1.00	2,250.00	2,250.00	0.00	0.00
118	2006 Chevrolet Silverado 2500 HD 2WD	1.00	3,300.00	3,300.00	0.00	0.00
119	2006 Chevrolet Express EXTD WB	1.00	5,850.00	5,850.00	0.00	0.00
120	2006 Chevrolet Express EXTD WB	1.00	6,925.00	6,925.00	0.00	0.00
121	2005 Chevrolet Cobalt	1.00	2,025.00	2,025.00	0.00	0.00
122	1986 Blue Bird 50 Pass. School Bus w/ Handicap	1.00	1,675.00	1,675.00	0.00	0.00
123	2005 Finn BB-302 Bark Blower	1.00	23,250.00	23,250.00	0.00	0.00
124	1993 Arrow Sign Board	1.00	950.00	950.00	0.00	0.00
125	2005 BRI-MAR Dump Trailer	1.00	3,075.00	3,075.00	0.00	0.00
126	2005 BRI-MAR Dump Trailer	1.00	3,550.00	3,550.00	0.00	0.00
127	2001 BRI-MAR Dump Trailer	1.00	2,925.00	2,925.00	0.00	0.00
129	1999 Evaco Superline Low Boy Trailer	1.00	17,250.00	17,250.00	0.00	0.00
130	1997 Vermeer Chipper 1250BC	1.00	6,625.00	6,625.00	0.00	0.00

BIDERA SM

Consignor Settlement

Bidera
4995 NW 72 Ave Suite 405
Miami, FL 33166
Phone: 305-822-5000 Fax: 305-822-5007

CO #:	1274
Date:	3/23/2018
Page:	2

Lot#	Description	Quantity	Unit Price	Ext.Price	Comm/BuyBack	Expenses
131	Cement Mixer Lot	1.00	1,650.00	1,650.00	0.00	0.00
132	1999 John Deere 200LC Excavator	1.00	56,000.00	56,000.00	0.00	0.00
133	1999 CAT Roller CB-214C	1.00	7,050.00	7,050.00	0.00	0.00
134	2007 Volvo L70E	1.00	23,250.00	23,250.00	0.00	0.00
135	1990 Kenworth T800 (Update)	1.00	7,350.00	7,350.00	0.00	0.00

Payment to Consignor - Check # 2475 (214,200.00)

Total Quantity:	34.00
Total Invoice Sale Price:	214,200.00
Total Due to Consignor:	214,200.00
Total Payments:	(214,200.00)
Balance:	$0.00

Inventory Remaining For This Consignment Order

COMMISSION SETTINGS

Calculate Commission By: Each
Commission Structure Type: Fixed

Any Amount	0%

BUY BACK SETTINGS

Calculate Buy Back By: Each
Buy Back Structure Type: Fixed

Any Amount	0%

AGREEMENT NO. _____

PARTICIPATING ADDENDUM FOR SURPLUS AUCTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 14 day of March 2018, to participate in and purchase services pursuant to the City of North Miami Contract with Bidera, LLC (Exhibit A), by and between the **CITY OF OPA-LOCKA,** a political subdivision of the State of Florida, having an address at 780 Fisherman Street, Opa-Locka, Florida 33054, hereinafter referred to as the "CITY", and **BIDERA, LLC,** Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 NW 72A ve 4995 SW 7nd Avenue, Suite 405, Miami Florida, 33166 hereinafter referred to as the "CONTRACTOR."

RECITALS

WHEREAS, on September 14, 2015, the City of North Miami advertised a Request for Qualification on Surplus Auction Service Pre-Qualification RFQ No. 34-06-15 ("RFQ'), seeking competitive sealed qualifications from qualified licensed auctioneering firms to furnish all labor, machinery, supervision, expertise and services required to conduct public auctions of surplus items by the City including vehicles, office equipment, furniture and seized property, in accordance with the terms conditions and specifications contained in the RFQ; and

WHEREAS, in response to the RFQ, Bidera LLC submitted its qualifications and was competitively selected by the City of North Miami administration as the highest ranked firm, with qualifications and references demonstrating to be the most advantageous to the City of North Miami in the provision of Services; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to the Surplus Auction Services on an as needed basis, and related services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. NOTICE.

1.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

TO CITY: Office of the City Manager
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054
City Manager: Ed Brown

WITH COPIES TO: Vincent T. Brown, Esq.
City Attorney
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

CONTRACTOR: Bidera LLC
4995 Northwest 72nd Avenue
Suite 405
Miami, FL 33166
Phone: (305) 822-5000

SECTION 2. ENTIRE AGREEMENT AND MODIFICATION.

2.1 This instrument and its attachments constitute the sole and only agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a

conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 3. FUND AVAILABILITY AND USE OF CONTRACTOR.

3.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Pricing Options and Program Specific Terms and Conditions listed herein.

3.2 In the event the CITY is required to reduce contract costs due to budgetary constraints, all services specified in this document will be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 4 . INDEMNIFICATION.

4.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTORS's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Statutes 768.28.

SECTION 5. GOVERNING LAW AND EXCLUSIVE VENUE.

5.1 This Agreement will be governed by the laws of the State of Florida. Any claim,

objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION. 6. ATTORNEYS' FEES.

6.1 In the event of litigation relating to the subject matter of this agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

SECTION. 7 FLORIDA PUBLIC RECORDS LAW.

7.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by a public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that a public agency would provide the records, and at a cost that does not exceed the cost provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(d) Meet all requirements for retaining public records, and transfer to the City, at no cost to the City, all public records created, received, maintained, and/or directly related to the performance of this Agreement that are in the possession of CONTRACTOR upon termination of this Agreement. All electronically stored records must be provided to the City in a format that is compatible with the information technology system of the City.

(e) Upon termination of this Agreement and transfer of all public records to the City, CONTRACTOR shall destroy any duplicate public records that are exempt from public records disclosure requirements.

7.2 CONTRACTOR's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement, and the City may, in its sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

SECTION 8. DEFAULT AND TERMINATION FOR NON PERFORMANCE.

8.1 A default shall consist of any use of funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in Sections herein, or any material breach of the Agreement. Upon the occurrence of any such default, the City shall serve due notice to CONTRACTOR at which time CONTRACTOR shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure shall be ten (10) business days from receipt by CONTRACTOR of the City's written notice of such default (the "Cure Period"). If the default is not cured to the satisfaction of the City, the City shall have the right in its sole discretion to take the following actions:

contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or company under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two for a period of thirty- six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to City's policy, a conviction of a public entity crime may cause the rejection of a bid offer or proposal. The City may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid offer, proposal or reply.

Section 15. MAINTENANCE OF RECORDS.

15.1 CONTRACTOR shall maintain all records and accounts including property, personnel and financial records, contractual agreements, construction reports, Davis Bacon records, subcontracts, proof of required insurance and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all funds. In the event the City determines that such records are not being adequately maintained by CONTRACTOR, the City may cancel this Agreement in accordance with Sections 10 and 11 herein. This Article shall survive the expiration or earlier termination of this Agreement.

15.2 With respect to all matters covered by this Agreement records will be made available for examination audit inspection or copying purposes at any time during normal business hours and as often as the City may require. CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records and audits made of all contracts, invoices materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

15.3 The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency whether local state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for six (6) years after receipt of final payment from the City for inspection. If any litigation claim negotiation audit monitoring inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it or the end of the required period whichever is later. The retention period starts from the date of the execution of this Agreement.

SECTION 16. EVALUATION.

16.1 CONTRACTOR agrees that the City shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The City shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the City to accomplish this obligation subject to state and federal confidentiality requirements. In order to properly monitor and evaluate CONTRACTOR'S performance under this Agreement the City shall make onsite inspections as often as it deems necessary. Further, CONTRACTOR shall submit an activity report with each reimbursement

request which details the progress made to date toward the completion of the activities authorized under Exhibit "B".

SECTION 17. NEGATION OF AGENT OR EMPLOYEE STATUS.

17.1 CONTRACTOR shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute CONTRACTOR or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of CONTRACTOR to be a representative, agent, subagent or employee of the City. CONTRACTOR certifies its understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to this insurance or taxes of CONTRACTOR. In no event shall any provision of this Agreement make the City or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to CONTRACTOR in connection with the services CONTRACTOR has agreed to perform hereunder or otherwise or for any debts or claims of any nature accruing to any person or entity against CONTRACTOR. There is no contractual relationship either express or implied between the City or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to CONTRACTOR as a result of the provisions of the services provided by CONTRACTOR hereunder or otherwise.

SECTION 18. OWNERSHIP OF DOCUMENTS.

18.1 CONTRACTOR understands and agrees that any and all documents or material provided by City to CONTRACTOR or obtained or prepared by CONTRACTOR pursuant to or under the terms of the Agreement, are the property of City. CONTRACTOR agrees that it will not use any such documents or materials without obtaining the prior written consent of City, which consent is given in City's sole discretion.

SECTION 19. CITY'S TERMINATION RIGHTS

19.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Vendor. In such event, the City shall pay Vendor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Vendor for any additional compensation, or for any consequential or incidental damages.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Independent Contractor/Professional Services Contract to be executed this 14 day of March 2017.

WITNESSES:

Diane Cure Darden

Diane Cure Darden

CONTRACTOR

BIDERA, LLC

Sherine Bullock

Sherine M. Bullock

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 14th day of March, 2018 by Armando Perera, **as** _____ **of** ____ who is personally known to me or who produced _____ as identification, and who did **[did not]** take an oath.

Joanna Flores

Notary Public – State of Florida
Print Name: Joanna Flores

My Commission Expires: 01/17/2019

JOANNA FLORES
MY COMMISSION EXPIRES
January 17, 2019
#FF 160906
Bonded thru Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

CITY OF OPA-LOCKA

By: Ed Brown
Ed Brown, City Manager

Date: 3/15/18

Approved as to legal sufficiency:

By: _____
The Brown Law Group, LLC
City Attorney

ATTEST:

By: 3/22/18 Joanna Flores
Joanna Flores
City Clerk

Office of the City Manager

Newall J. Daughtrey
Acting City Manager

Telephone: (305) 953-2821
Email: ndaughtrey@opalockafl.gov

July 23, 2018

Armando Perera
4995 NW 72ND Avenue, Suite 405
Miami, FL 33166

Dear Mr. Perera:

Pursuant to our agreement BIDERA LLC, has our authorization for the sale of surplus vehicles and equipment. The City of Opa-locka therefore authorizes BIDERA LLC., to execute "AS IS" sales transaction on behalf of the City of Opa-locka for surplus vehicle and equipment.

If you have any questions please do not hesitate to contact me.

Sincerely,

Newall J. Daughtrey
Acting City Manager

SURPLUS 2022-FLEET & EQUIPMENT INVENTORY

ITEM	CITY #	VIN #	TAG #	MAKE	YEAR	MODEL	DEPT	DIVISION
2		IFAHP2EWXBG159938	XC7584	FORD	2011	TAURUS	CMO	MANAGER OFFICE
9	0912	2FAHP71V49X112970	XF5535	FORD	2009	CROWN VICTORIA	PD	PATROL
10	1401	1GNLC2E00ER199117	XD7365	CHEVROLET	2014	TAHOE	PD	PATROL
12	1105	2FABP7BV6BX159430	XC7578	FORD	2011	CROWN VICTORIA	PD	PATROL
17	1103	2FABP7BV8BX159428	XC3026	FORD	2011	CROWN VICTORIA	PD	PATROL
22	1403	1GNLC2E08ER203270	XB3978	CHEVROLET	2014	TAHOE	PD	PATROL
37	0508	1B3EL46R25N511926	218746	DODGE	2005	STRATUS	PW	FLEET
47	0501	2FAFP74W05X156258	211304	FORD	2005	CROWN VICTORIA SILVER	PD	PATROL
50	1408	1GNLC2E01ER201828	XD9341	CHEVROLET	2014	TAHOE	PD	PATROL
51		1FTRW12W67FA64418	XA3422	FORD	2007	F-150	PW	WATER
56	0820	2FAHP71V88X135795	XH5840	FORD	2008	CROWN VICTORIA	PD	PATROL
57	0819	2FAHP71V98X127396	XH5838	FORD	2008	CROWN VICTORIA WHITE	PD	PATROL
61	0703	1D7HE22K07S176615	XA7094	DODGE	2007	DAKOTA	CE	CODE ENFORCEMENT REG
74	0816	2FAHP71V28X135811	XF5525	FORD	2008	CROWN VICTORIA	PD	PATROL
82	0910	2FAHP71VX9X116957	XG3424	FORD	2009	CROWN VICTORIA	PD	PATROL
84	1001	2FABP7BVXAX141088	XC7591	FORD	2010	CROWN VICTORIA	PD	PATROL
105	36102	1HVBDABN0TH383160	XA3428	INTERNATIONAL	1996	3600 THOMAS VISTA SCHOOL BUS YELLOW	P & R	PARKS & RECREATION REG
146		TO41OGX931259		JOHN DEERE	1993	BACKHOE LOADER	PW	STORM WATER
254	0254	13090575	)VA22676	HUSTLER		FASTRAK SUPER DUTY 932491	PW	ROADS & STREETS
263						PUMPS #3 & MOTOR #3	PW	SEWER REGULAR
264				HYDRO GUARD		FIRE HYDRANT FLUSHERS #8	PW	WATER
265						RADIATORS #24	PW	MOTOR POOL
266						SCRAP METAL MECHANICAL	PW	MOTOR POOL
267						WATER METER METAL & PLASTIC DRUMS #7	PW	METER READERS
268						TRASH RECEPTABLE #30	PW	ROADS & STREETS
269						SEWER PUMP STANDS #2	PW	SEWER REGULAR
270				MUELLER		24" CHECK VALVE	PW	SEWER REGULAR
271						MISCELLANEOUS METAL SIGNS-FENCE	PW	ROADS & STREETS

CITY OF OPA-LOCKA AGREEMENT
FOR SURPLUS AUCTION SERVICES

(Piggyback of City of North Miami Competitive Award with Bidera, LLC)

This Agreement is made this _____day of _____, 2023 between the City of Opa-locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-locka, Florida 33054 (the "**City**"), and Bidera, LLC whose address is 8950 NW 8th Avenue, 302. Miami, FL 33138 (the "**Contractor**").

WITNESSETH

WHEREAS, the City of Opa-locka ("City") seeks to auction some Police and Public Works property owned vehicles, and outdated equipment that are beyond repair and use the revenues of the auction for other priorities and needs; and

WHEREAS, the Contractor desires to enter into an Agreement with City to provide Surplus Auction Services; and

WHEREAS, the City of North Miami has considered a bid submitted by Bidera, LLC. ("Contractor") in response to its Request for Proposals #23-18-19; and

WHEREAS, the City of North Miami entered into a Contract with the Contractor for Surplus Auction Services (Contract and Renewals attached hereto as Composite Exhibit **"A");** and

WHEREAS, the contract was negotiated for an initial term of three (3) years, which commenced on April 15, 2019, and ended on April 14, 2022. On March 1, 2022, North Miami renewed its Agreement with Bidera LLC for an additional one year period; and

WHEREAS, on March 1, 2022, North Miami renewed its Agreement with Bidera LLC for an additional one year period; and

WHEREAS, the Contractor agrees to provide Surplus Auction services to the City of Opa-locka at no cost to the City; and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of North Miami and Contractor as set forth in Request for Proposals #23-18-19 for the provision of surplus Auction Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of a competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through April 14, 2023.

Sectjon 2. Contract Terms. The Contractor agrees to provide the City with Surplus Auction Services in accordance with the City's requirements as set forth herein and the Standard Contract between the City of North Miami and Contractor executed by the parties on April 9, 2019; attached hereto and incorporated herein as Exhibit **"A".** The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the North Miami Agreement and Contractor Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents for Surplus Auction Surplus. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, the City Manager shall be the City Representative.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-locka shall be substituted for the City of North Miami with regard to any and all provisions of the City of North Miami Agreement applicable hereto, the RPQ/RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, Interim City Manager
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida, Florida 33054

Copy To: Bumadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Armando Perera, Manager
8950 NE 8 Avenue
302
Miami, FL 33138

Section 6. Severability, This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Sectjon 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-locka

ATTEST:

_____

Joanna Flores
City Clerk

BY: _____

Darvin Williams
Interim City Manager

APPROVED AS TO
FORM AND LEGAL
SUFFICIENCY:

_____

Burnadette Norris-Weeks
City Attorney

CONTRACTOR:
Bidera LLC

By: _____ Witness:_____

_____ _____

PRINT NAME

Date:_____

_____

TITLE

Date:_____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date: _____

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL FROM KCI TECHNOLOGIES, INC. FOR THE PROVISION OF PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 22-0912200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 9, 2022, the City of Opa-Locka ("City") published Request for Proposals (RFP) 22-0912200 for Pavement, Sidewalk, and Additional City Assets Condition Assessment; and

WHEREAS, three (3) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on September 19, 2022; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected KCI Technologies, Inc. as the most responsive and responsible bidder; and

WHEREAS, the services requested by this RFP is for a comprehensive survey of 100% of City roadways and sidewalks to evaluate current status, including the presence or absence sidewalks. From this survey a database will be developed and a long-term management and maintenance plan will be developed to identify future budget requirements and to ensure the City moves forward in the upgrade and maintenance of its roadway and sidewalk infrastructure in a comprehensive, focused and coherent manner; and

WHEREAS, this service will be accomplished by using camera-equipped vehicles which will traverse every City street to electronically capture street and sidewalk conditions for evaluation and subsequent development of a long-term management and maintenance plan. Also, an evaluation of the condition of adjacent trees, street lights, pavement markings, traffic signage and the location of water-sewer and stormwater surface infrastructure can also be conducted at the same time; and

WHEREAS, KCI Technologies, Inc. has proposed a bid price of One Hundred Ninety-Nine Thousand, Three Hundred Ninety-Two Dollars ($199,392.00); and

WHEREAS, the Interim City Manager recommends the City Commission approve the recommendation for KCI Technologies, Inc. and enter into an agreement with said company; and

WHEREAS, the City Commission accepts the proposal of KCI Technologies, Inc. for Pavement, Sidewalk, and Additional City Assets Condition Assessment, pursuant to Request for Proposals (RFP) No. 22-0912200, and further authorizes the Interim City Manager to enter into an agreement with KCI Technologies, Inc. for said services, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal from KCI Technologies, Inc. for the provision of Pavement, Sidewalk, and Additional City Assets Condition Assessment, pursuant to Request for Proposals (RFP) No. 22-0912200 and further authorizes the Interim City Manager to enter into an agreement with KCI Technologies, Inc., attached hereto as Exhibit "A", for said services, in amount not to exceed One Hundred Ninety-Nine Thousand, Three Hundred Ninety-Two Dollars ($199,392.00).

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:			**Department Director Signature:**				
City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*01.11.2023*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
			X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X						
Sponsor Name	City Manager		**Department:**	City Manager			

Short Title:

A resolution authorizing the City Manager to accept the proposal of KCI Technologies, Inc. Pavement, Sidewalk, and Additional City Assets Condition Assessment pursuant to RFP No. 22-0912200 and further authorizing the Interim City Manager to enter into an agreement with KCI Technologies, Inc.

Staff Summary:

Request for Proposals (RFP) 22-0912200 was published on August 9, 2022 for Pavement, Sidewalk, and Additional City Assets Condition Assessment. The service requested by this RFP is a comprehensive survey of 100% of City roadways and sidewalks to evaluate current status, including the presence or absence sidewalks. From this survey a database will be developed and a long-term management and maintenance plan will be developed to identify future budget requirements and to ensure the City moves forward in the upgrade and maintenance of its roadway and sidewalk infrastructure in a comprehensive, focused and coherent manner.

This service is accomplished by using camera-equipped vehicles which traverse every City street to electronically capture street and sidewalk conditions for evaluation and subsequent development of a long-term management and maintenance plan. An evaluation of the condition of adjacent trees, street lights, pavement markings, traffic signage and the location of water-sewer and stormwater surface infrastructure can also be conducted at the same time.

Three (3) companies submitted proposals/documents which were certified by the City Clerk on September 19, 2022.

The Evaluation Committee reviewed the proposals and subsequently selected KCI Technologies, Inc. as the most responsive responsible bidder.

The proposals are listed in order from highest to lowest ranking based on Evaluation Committee scoring.

(1st)
KCI Technologies, Inc. was ranked first. The company has over 66 years of experience providing professional engineering and assessment services for a variety of clients. KCI has the necessary resources, expertise, and experience to manage and execute an agreement with the City of Opa-locka.

(2nd)
IMS Infrastructure Management Services, LP was ranked second. The company is an industry leader with 37 years of pavement and asset management experience. City their founding in 1985, they have provided services like those requested by the city to more than 1,000 municipalities across the United States.

(3rd)
S&ME, Inc. was ranked second. The staff has experience, qualifications, and technical competence to perform the Pavement Survey and Evaluation services from field surveys to designs and Pavement Management Program implementation.

Financial Impact: This project was originally budgeted in FY 22 for $52,000 in the Roads and Illegal Dumping Division, Other Professional Services. Since the selection of a contractor has been deferred until now, these funds were unused in FY 22 and will be rolled forward into FY 23 for this purpose. For the core services of roadways and sidewalk assessment, KCI Technologies, Inc. has proposed a cost of $142,107. Additionally, to assess roadway markings, traffic signage, adjacent trees and streetlights, as well as locating water-sewer and stormwater surface infrastructure, KCI Technologies, Inc. has proposed an additional cost of $57,285, which results in a total cost of $199,392. Although this will require an additional funding of $147,392 above the $52,000 being rolled over from FY 22, staff believes this project is extremely important to establish an infrastructure baseline upon which future maintenance and upgrades can be scheduled in a coherent and focused manner. Consequently, staff recommends that the complete range of proposed services be approved with the additional funding of $147,107 to be sourced from General Fund Available Fund Balance in the next budget amendment.

Proposed Action:

Staff recommends the City Commission approve the recommendation for KCI Technologies, Inc., based on the Selection Committee review, scoring and ranking, for the complete range of proposed services for $199,392 and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 22-0912200
Bid Certification
Committee Evaluation Forms
Bid Proposals

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-0912200
PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 3:00 p.m. this 19th day of September, 2022.

PROPOSAL(S) RECEIVED

	NAME/ADDRESS	LUMP SUM PRICE
1.	**IMS Infrastructure Management Services, LP** **8380 S. Kyrene Road, Suite 101** **Tempe, AZ 85284** **Contact: Dan White, Client Services Manager** **Tele: (480) 839-4347** **Email: dwhite@imsanalysis.com**	**$181,122.00**
2.	**KCI Technologies, Inc.** **1425 W Cypress Creek Road, Suite 101** **Fort Lauderdale, FL 33309** **Contact: Heidi Hammel, GISP, PMP, ITIL** **Tele: (410) 472-5937** **Email: Heidi.hammel@kci.com**	**$199,392.00**
3.	**S&ME, Inc.** **1615 Edgewater Drive, Suite 200** **Orlando, FL 32804** **Contact: Stewart Laney, Vice President -Transportation** **Tele: (704) 523-4726** **Email: slaney@smeinc.com**	**$ 57,500.00**

Please note that all proposals were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on Monday, September 19, 2022.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

EVALUATION MATRIX

RFP No. 22-0912200
PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Firm Name: IMS Infrastructure Management Services, LP

Evaluation

Criterion	Weight	Airia Austin		Corion DeLaine		Gregory Gay		Gerald Lee	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Technical Approach, Management, and Project Understanding	25%	5	1.25	4	1.00	4	1.00	2	0.50
Qualifications of Key Personnel	15%	5	0.75	4	0.60	4	0.60	3	0.45
Past Performance/Similar Experience	15%	5	0.75	5	0.75	4	0.60	4	0.60
Cost and Project Resources and Approach	35%	2	0.70	3	1.05	3	1.05	3	1.05
QA/QC Plan	10%	5	0.50	3	0.30	4	0.40	4	0.40
Total	**100%**		**3.95**		**3.70**		**3.65**		**3.00**

Firm Name: KCI Technologies, Inc.

Evaluation

Criterion	Weight	Airia Austin		Corion DeLaine		Gregory Gay		Gerald Lee	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Technical Approach, Management, and Project Understanding	25%	5	1.25	4	1.00	4	1.00	4	1.00
Qualifications of Key Personnel	15%	5	0.75	5	0.75	5	0.75	4	0.60
Past Performance/Similar Experience	15%	5	0.75	5	0.75	4	0.60	3	0.45
Cost and Project Resources and Approach	35%	1	0.00	4	1.40	3	1.05	3	1.05
QA/QC Plan	10%	5	0.50	4	0.40	4	0.40	4	0.40
Total	**100%**		**3.25**		**4.30**		**3.80**		**3.50**

EVALUATION MATRIX

RFP No. 22-0912200

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Firm Name: S&ME, Inc.

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Corion DeLaine		Gregory Gay		Gerald Lee	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score
Technical Approach, Management, and Project Understanding	25%	1	0.25	3	0.75	3	0.75	2	0.50
Qualifications of Key Personnel	15%	2	0.30	3	0.45	3	0.45	3	0.45
Past Performance/Similar Experience	15%	2	0.30	2	0.30	3	0.45	1	0.15
Cost and Project Resources and Approach	35%	0	0.00	3	1.05	1	0.35	2	0.70
QA/QC Plan	10%	2	0.20	2	0.20	3	0.30	2	0.20
Total	**100%**		**1.05**		**2.75**		**2.30**		**2.00**

FIRM SELECTED

Reviewer:

	IMS Infrastructure Management	KCI Technologies, Inc.	S&ME, Inc.
Airia Austin	3.95	3.25	1.05
Corion DeLaine	3.70	4.30	2.75
Gregory Gay	3.65	3.80	2.30
Gerald Lee	3.00	3.50	2.00
AVERAGE RATING	**3.58**	**3.71**	**2.03**

EVALUATION FORM

RFP No. 22-0912200
Pavement, Sidewalk, and additional city assets condition assessment

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: AIRIA AUSTIN **Date:** 12-22-2022

Signature: A. A.

Firm Name: IMS

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	5
Qualifications of Key Personnel	5
Past Performance/Similar Experience	5
Cost and Project Resources and Approach	2
QA/QC Plan	5

Notes:

THIS COMPANY PROVIDES A CLASS A LEVEL OF SERVICE HOWEVER, THEIR PRICES ARE COST PROHIBITIVE

Firm Name: KCI TECHNOLOGIES INC.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	5
Qualifications of Key Personnel	5
Past Performance/Similar Experience	5
Cost and Project Resources and Approach	1
QA/QC Plan	5

Notes:

THIS PROPOSAL IS A WELL BALANCED AND IT TAKES INTO CONSIDERATION NZTE TIME EVALUATION FOR STREET LIGHT OPERATION

Firm Name: SAME INC.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	1
Qualifications of Key Personnel	2
Past Performance/Similar Experience	2
Cost and Project Resources and Approach	3
QA/QC Plan	2

Notes:

EVALUATION FORM

RFP No. 22-0912200
Pavement, Sidewalk, and additional city assets condition assessment

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Covion J. Delaine **Date:** 12/22/22

Signature:

Firm Name: IMS Infrastructure Management Services, LP

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	4
Qualifications of Key Personnel	4
Past Performance/Similar Experience	5
Cost and Project Resources and Approach	3
QA/QC Plan	3

Notes:

Firm has years of experience, worked on similar projects nationwide. Company is based out of Tempe, AZ

Firm Name: KCI Technologies, Inc.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	4
Qualifications of Key Personnel	5
Past Performance/Similar Experience	5
Cost and Project Resources and Approach	4
QA/QC Plan	4

Notes:

Firm is well versed in the space. Worked on several municipal projects. Based in ft lauderdale,

Firm Name: S&ME, Inc.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	3
Qualifications of Key Personnel	3
Past Performance/Similar Experience	2
Cost and Project Resources and Approach	3
QA/QC Plan	2

Notes:

Firm indicates experience. Lacks previous projects, worked in conjuction with larger firms for projects

EVALUATION FORM

RFP No. 22-0912200
Pavement, Sidewalk, and additional city assets condition assessment

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: GREGORY D. GAY **Date:** 12/22/2022

Signature:

Firm Name: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	4
Qualifications of Key Personnel	4
Past Performance/Similar Experience	4
Cost and Project Resources and Approach	3
QA/QC Plan	4

Notes:

LARGO, FL OFFICES BASED IN TEXAS AZ

37 YEARS OF EXPERIENCE
RECENT WORK IN MIAMI BEACH, SEEKING RE-ENGAGEMENT IN HIALEAH & MIRAMAR
MEDIUM TO HIGH PRICE

Firm Name: KCI TECHNOLOGIES, INC.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	4
Qualifications of Key Personnel	5
Past Performance/Similar Experience	4
Cost and Project Resources and Approach	3
QA/QC Plan	4

Notes:

FT LAUDERDALE BASED
16 YEARS OF EXPERIENCES

HIGH PRICE INDUSTRY STANDARDS SECURITY

Firm Name: S&ME, INC.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	3
Qualifications of Key Personnel	3
Past Performance/Similar Experience	3
Cost and Project Resources and Approach	1
QA/QC Plan	3

Notes:

S&ME IS IN RALEIGH NC W/ LOCAL IN TAMPA/ORLA
40 YEARS OF EXPERIENCE

PRICE SEEMS LOW OTHER SERVICES WOULD BE EXTRA
SURFACE STUDY

13

EVALUATION FORM

RFP No. 22-0912200
Pavement, Sidewalk, and additional city assets condition assessment

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Gustavo Lugo **Date:** 12/22/22

Signature:

Firm Name: IMS Infrastructure Management Services.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	2
Qualifications of Key Personnel	3
Past Performance/Similar Experience	4
Cost and Project Resources and Approach	3
QA/QC Plan	4

Notes: Based in Tempe, Az.

Firm Name: KCI Technologies, Inc.

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	4
Qualifications of Key Personnel	4
Past Performance/Similar Experience	3
Cost and Project Resources and Approach	3
QA/QC Plan	4

Notes: Boots on ground. Good Exp. list both w/ KCI and prior

Firm Name: S & ME, Inc

Evaluation

Criterion	Rating
Technical Approach, Management, and Project Understanding	2
Qualifications of Key Personnel	3
Past Performance/Similar Experience	1
Cost and Project Resources and Approach	2
QA/QC Plan	2

Notes: Not qualified for this RFP.

AGREEMENT FOR PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

THIS IS AN AGREEMENT, dated the___day of _____, 2023, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

KCI TECHNOLOGIES, INC.
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Pavement, Sidewalk, and Additional City Assets Condition Assessment.

1.2 CITY finds it necessary to seek a professional, full-service company to provide Pavement, Sidewalk Assessment services.

1.3 CITY issued RFP 22-0912200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of January 11, 2023, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Pavement and Sidewalk Assessment company.

1.4 Contractor's firm will be responsible for Pavement, Sidewalk, and Additional City Assets Condition Assessment services rendered pursuant to RFP No. 22-0912200.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-0912200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-0912200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-0912200. The payment for services pursuant to this Agreement shall not exceed One hundred Ninety-Nine Thousand Three Hundred Ninety-Two Dollars and Zero Cents ($199,392.00).

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement shall commence upon execution of this Agreement and is anticipated to be one fiscal year.

10.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-0912200, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable.

Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

12.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Heidi Hammel, GISP, PMP, ITIL 1425 W Cypress Creek Road, Suite 101 Fort Lauderdale, FL 33309

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

12.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

12.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-locka

ATTEST:

_____
Joanna Flores
City Clerk

BY: _____
Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____

BY:_____
Heidi Hammel, GISP, PMP, ITIL
Vice President

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

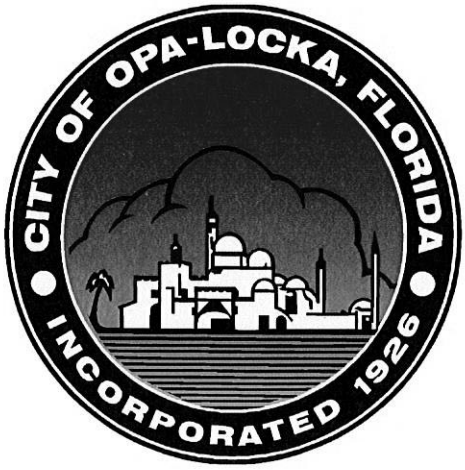
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 22-0912200 ("RFP"),

City of Opa-locka



RFP NO: 22-0912200

REQUEST FOR PROPOSAL (RFP)

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-0912200

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Sealed Proposals for the PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Monday, September 12, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-0912200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, August 30, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:

https://us02web.zoom.us/j/89759172312?pwd=dzB3WHdwd1JZMndXWU1TUjM2WnVSZz09
Meeting ID: 897 5917 2312
Passcode: 071880
One tap mobile
+13017158592,,89759172312#,,,,*071880# US (Washington DC)
+13126266799,,89759172312#,,,,*071880# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 444 9171 US
+1 669 900 9128 US (San Jose)

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

RFP NO. 22-0912200

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT services for the City.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Monday, September 12, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-0912200 – PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the

meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of

all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality,

and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

MINIMUM SPECIFICATIONS

2. GENERAL REQUIREMENTS:

2.1 The intent of this Request for Proposal is to provide proposals from qualified right-of-way asset data collection consultants focusing primarily on Sidewalk and Pavement Condition Index (PCI) to provide professional services to prepare a Pavement and Sidewalk Management Program (PMP) Additional Assets listed below. Proposers must have sufficient expertise and experience to complete the work described in the Scope of Services and to conduct a condition survey of the City's roadway network and provide technical support for creating the City's Pavement Management System (PMS). The information gathered will be integrated into the City's existing Geographic Information System (GIS) layers.

The City reserves the right to amend the terms of this "Request for Proposal" (RFP), to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort consultants have spent on their responses.

2.2 **TECHNICAL SPECIFICATIONS:**

2.2.1 The City of Opa-locka has approximately 95 lane miles +/- of roadway. Approximately 80 percent of the road network is local streets. Pavement and sidewalk sections are measured from intersection to intersection in the City's network. This project will update every road section's Pavement Condition Index and other identified assets within the city. Please refer to Attachment A for a map that illustrates the roads within the City's Road network.

2.3 REQUIRED ELEMENTS

2.3.1 Physically evaluate the pavement condition of all City streets and determine a Pavement Condition Index (PCI) rating for each street section, pursuant to applicable standards.

2.3.2 Physically evaluate the condition of all City sidewalks to measure sidewalk defects, such as Uplifts, Bumps, Holes, Cracking & Surface Texture.

2.3.3 Compliance with ADA Sidewalk Width

2.3.4 Compliance with ADA Ramps, measuring the following attributes:
ramp slope & cross slope, road slope & cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition).

2.3.5 Curb GIS Database contractor will determine curb locations, from front or side facing imagery.

2.4 **PAVEMENT CONDITION SURVEY**

2.4.1 All arterial and collector roadways shall be tested and driven in each direction, resulting in two full passes. The City maintains approximately 95 lane miles +/- of roadway.

2.4.2 Vendor shall not survey private property beyond the City's Right of Way (ROW)

2.4.3 Provide pavement surface type (asphalt, concrete, brick)

2.4.4 Provide if pavement markings are on the street.

2.4.5 Provide surface imaging and/or video of the network that can be integrated into the approved Pavement Management Software and provided to the City.

2.5 INPUT AND ANALYSIS:

2.5.1 Generate a report consisting of an executive summary of the current City street inventory with associated data such as street limits, length, width, type of paving, classification, area of street, segment PCI and zone. The report shall also contain the total number of streets, the prior work history performed, identification of newly added Branches and Sections, projections of pavement quality based on different scenarios and a maintenance program for a 5-year program beginning in FY 2022-2023.

2.5.2 Generate predictions for scenarios listed below, based on information provided by the City over a 5-year period and provide repair strategy recommendations based on the actual budget. Consultant shall also prepare results for each scenario listed below. Annual budgets will be provided by the City to the successful Consultant.

a) Scenario 1 – Budget required to maintain PCI from report.
b) Scenario 2 – Budget required to achieve a 70 PCI.
c) Scenario 3 – PCI change with current funding.
d) Scenario 4 – PCI change with an additional $200,000 of funding per year.
e) Scenario 5 – PCI change by resurfacing the lowest 5 PCI streets per year.

The report shall identify a sample of a City Street within each range of PCI's, with a photo of the street, and provide a summary/description of the existing condition of the street and a resurfacing strategy.

The report shall contain a map that shows the current zones PCI and a map that shows the zone PCI's at the end of the 5-year program based on the current budget to show the result of the 5-year program. A list in narrative form shall also be within the report to identify the result of the 5-year program.
The City will provide estimated street repair costs for slurry seals, cape seals, overlays and reconstruction based on recent bids. This shall be used by the Consultant for estimating street resurfacing costs for each street, as specified above.

2.6 Additional Asset Collection

2.6.1 Paving Markings

A visual review of the markings which shall determine the current condition and whether maintenance is required.

Attributes	Description
Category*	Left Turn, Right Turn, Crosswalk etc.
Location*	Global Positioning System (GPS) location (+/- 2 meters)
Condition	The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments.

2.6.2 Traffic Signage

Assessment and location of traffic signs; with the following attributes:

Attributes	Description
Sign Category*	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name*	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location*	Global Positioning System (GPS) location (+/- 2 meters)
Sign & Post Condition	Good, Fair, Critical rating assessed through review of daytime digital images

2.6.3 Stormwater, and Water/Sewer Infrastructure

Catch basins, Manholes, Fire Hydrants, Sewer and Water Valves

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 2 meter)

2.6.4 Trees

A visual review of the trees which shall determine the current condition and whether maintenance or replacement is required.

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 2 meter)
Condition	A visual evaluation of the tree to ensure that it is safe for the environment and the property around them

2.6.5 Streetlights

A list of the streetlights that include type, size, condition, light quality, pole number, and street location, and a map of the city's streetlight

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 2 meter)
Verification of lights, type, and size	Sodium Vapor (HPS), Mercury Vapor, LED,
Pole number and Size	

Working condition of lights	Broken sensors, running continuously, intermittent lighting, broken parts, decreased brightness due to dirt and bugs in the fixture, etc.
Light quality:	Lumens, Visibility, Obstruction

In Addition, the proposer shall include:

- Identify and implement a preferred Pavement Management System (such as Street Saver or PAVER).
- Identify feasible rehabilitation alternatives for each street section.

Prepare a 10-year plan for street rehabilitation based on the City's anticipated revenues.

- Identify feasible rehabilitation alternatives for each additional asset assessed.

Prepare a 5-year plan for sidewalk, signage, streetlights, paving markings, trees rehabilitation or replacement based on the City's anticipated revenues

2.7 **PAVEMENT MANAGEMENT SOFTWARE:**

The vendor is to provide a two (2) year user license of the Pavement Management Software that meets the City's goals. The software shall be compatible with ArcGIS and shall be able to transfer data with no extra software. The software shall be able to incorporate data and any other ratings from other sources. The software should be available both on desktop versions and mobile applications or web versions.

The software shall be able to provide:

a.) Minimum of 5 years of resurfacing projections
b.) Resurfacing and Preventative Maintenance breakdown based on the City's budget
c.) Preventative maintenance breakdown, i.e. crack seal, cut and patch, asphalt rejuvenation
d.) A map of the City's network PDF reports with budget and paving information for Administration and City Commission to view.

Training of the approved software shall be provided to designated staff and be included in the cost of the software. Training can either be in person or via Microsoft Teams or another application that is available for the City to use. A training manual shall also be provided.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	**Points**
Technical Approach, Management, and Project Understanding Firm's understanding of the project requirements and providing a sound technical and managerial approach to achieving the project's purpose.	25
Qualifications of Key Personnel – Identify and list qualifications of key personnel, team members and sub-consultants proposed to work on this project and their responsibilities with this project. The firm's key personnel should demonstrate experience with similar projects in urban settings within the past 5 years.	15
Past Performance/Similar Experience The firm's prior similar experience, including the work which best illustrates the team's most relevant experience, ability, and expertise to perform the services requested in this RFP, and the firm's past performance on similar projects, ongoing and completed within the past 5 years, including references.	15
Cost and Project Resources and Approach Appropriateness, reasonableness, and competitiveness of the cost proposal. (10 points) Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	35
QA/QC Plan	10
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-0912200
PROPOSER QUALIFICATIONS

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida: _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-0912200

PRICE PROPOSAL FORM

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

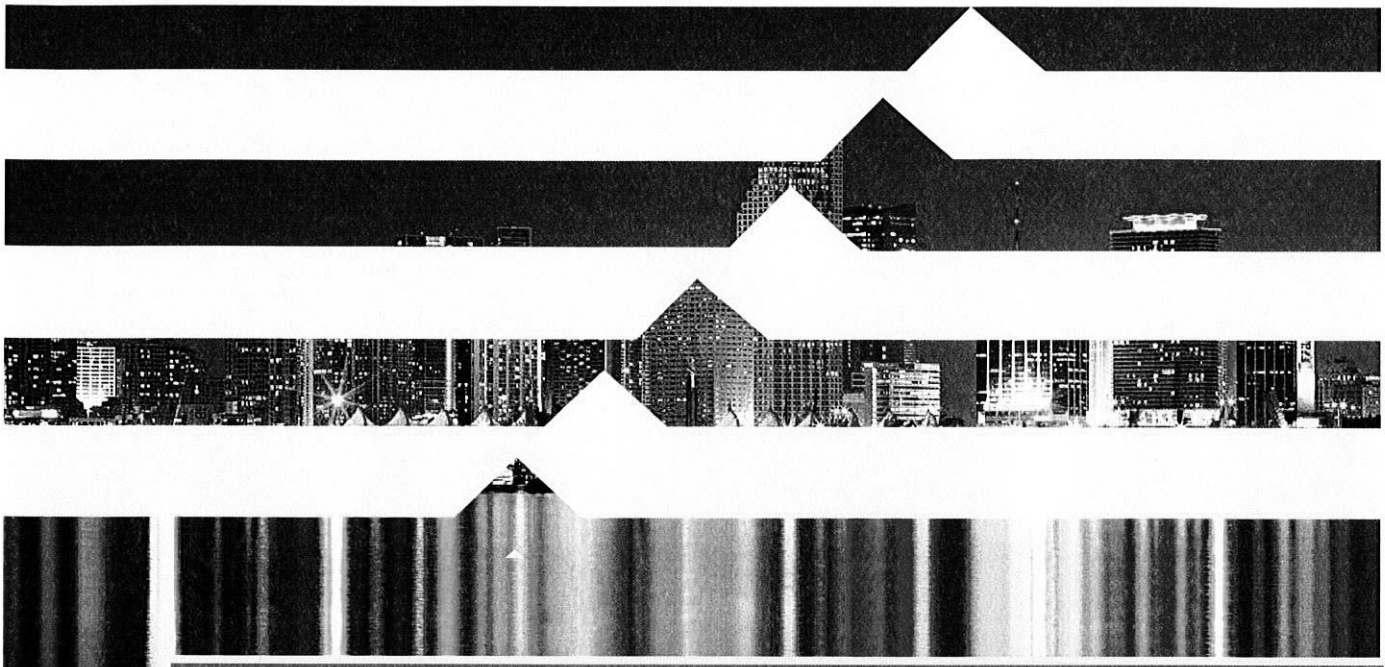
Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RISE TO THE CHALLENGE



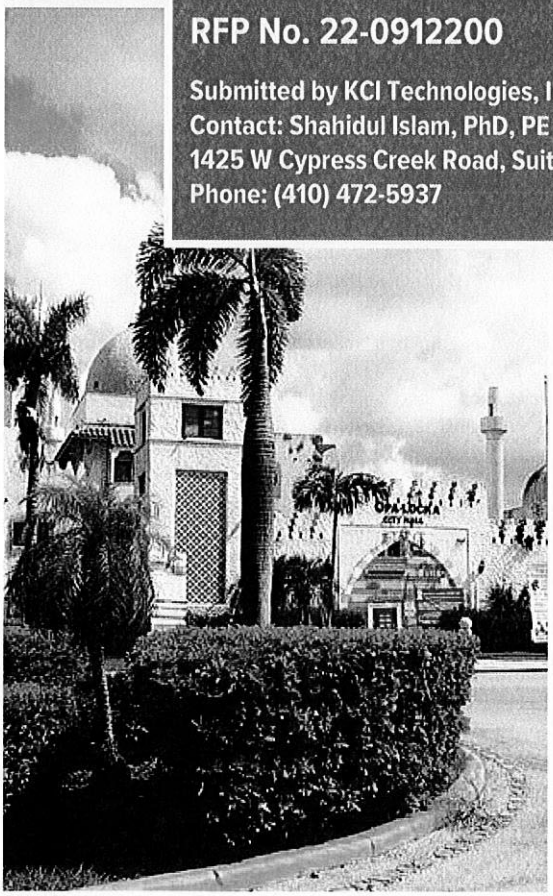
CITY OF OPA-LOCKA

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

RFP No. 22-0912200

Submitted by KCI Technologies, Inc.
Contact: Shahidul Islam, PhD, PE
1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309
Phone: (410) 472-5937

09/19/2022





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LETTER OF TRANSMITTAL

KCI

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1425 W Cypress Creek Road, Suite 101 • Fort Lauderdale, FL 33309 • Phone 954-776-1616

September 19, 2022

City of Opa-Locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

Re: **Pavement, Sidewalk, and Additional City Assets Condition Assessment**
RFQ No. 22-0912200

Dear Members of the Selection Committee:

KCI Technologies, Inc. (KCI) understands that the City of Opa-Locka is looking for a firm to provide qualified right-of-way asset data collection focusing primarily on sidewalk and pavement condition index (PCI) as well as provide professional services to prepare a pavement and sidewalk management program (PMP).

With more than 66 years of significant experience providing professional engineering and assessment services for a variety of clients like the City of Opa-Locka, KCI has the necessary resources, expertise, and experience to manage and execute this contract for the City and we are pleased to submit this proposal for your consideration.

The success of any project, in particular a project of this magnitude and complexity, depends on the qualifications and experience of the consultant team. KCI, along with our teaming partner Data Transfer Solutions, LLC (DTS), offers an extensive portfolio of previous pavement data collection and assessments to help cities plan for future maintenance and asset management initiatives.

Our team is uniquely qualified to perform the work described because:

- We provide **digital PCI rating representing the condition of 100% of the driven lanes**, not based on a sample. We also deliver an accurate estimation of repair needs.
- Our automated digital survey vehicle with **Allied Vision Prosilica GX1920C GigE, frame rate of 15 images per second and 1936 x 1456 color resolution** provides an efficient and effective collection and detection process.
- We will utilize a downward-facing, progressive line scan camera that provides high-resolution images (1mm pixel, 4,000 pixels wide, and ~12 feet width) of the pavement surface to **clearly detect and quantify distresses**.
- Team members possess **specialized education and experience in pavement engineering** and understand the pavement distress mechanism and repair strategy to **maximize pavement performance at a minimal cost.**

- We offer a full-service Asset Management practice with expertise in pavement management software – **PAVER, StreetSaver**, Cartegraph OMS, CMMS software, and GIS/web dashboard capabilities.
- We have a **proven team dynamic that is professional and pleasant**. We will maintain a collaborative team throughout the project and foster collaboration and open discussion with the City.
- We **present the results of the pavement condition assessment, repair analysis, and budget scenarios to the City Council Board members**, and help justify the budget needs.

Contact authorized to make representation for KCI: Heidi Hammel, GISP, PMP, ITIL

Title: Vice President

Address: 1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309

Phone: (410) 527-4415

On behalf of the entire KCI team, we appreciate the opportunity to submit our qualifications to the City of Opa-Locka for this Pavement, Sidewalk, and Additional City Assets Condition Assessment.

KCI declares that our submission to the City of Opa-Locka was made without collusion with any other person or entity submitting a proposal pursuant to this RFP. The below-proposed signature of our officer Heidi Hammel, GISP, PMP, ITIL certifies the content of our responses to the City's Request for Proposal.

Respectfully,

Heidi Hammel

Heidi Hammel, GISP, PMP, ITIL
Vice President

Bruce Reed

Bruce Reed, RLA
Regional Practice Leader

3.2.4 TAB 3

GENERAL INFORMATION

3.2.4 TAB 3 - GENERAL INFORMATION

3.2.4.1 Name of Business	KCI Technologies, Inc.
3.2.4.2 Mailing Address and Phone Number	1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309 (954) 776-1616
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge	Shahidul Islam, PhD, PE shahidul.islam@kci.com (410) 472-5937
3.2.4.4 Normal business hours	8:00am - 5:00pm
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.)	KCI is a national company with seven offices throughout Florida. Legal Status: Corporation
3.2.4.6 Give the date business was organized and/or incorporated, and where	1955, incorporated in the state of Delaware
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office	1425 W Cypress Creek Road, Suite 101, Fort Lauderdale, FL 33309 Number of professional staff: 51
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company	KCI Technologies, Inc. is a wholly owned subsidiary of KCI Holdings, Inc. KCI is a 100% employee-owned, sub-chapter S corporation.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.	KCI is licensed to do business in the state of Florida, No. P23975 *A copy of the license is provided on the following page.*

State of Florida
Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

The document number of this corporation is P23975.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 28, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of August, 2022



Secretary of State

Tracking Number: 3664772690CU

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

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

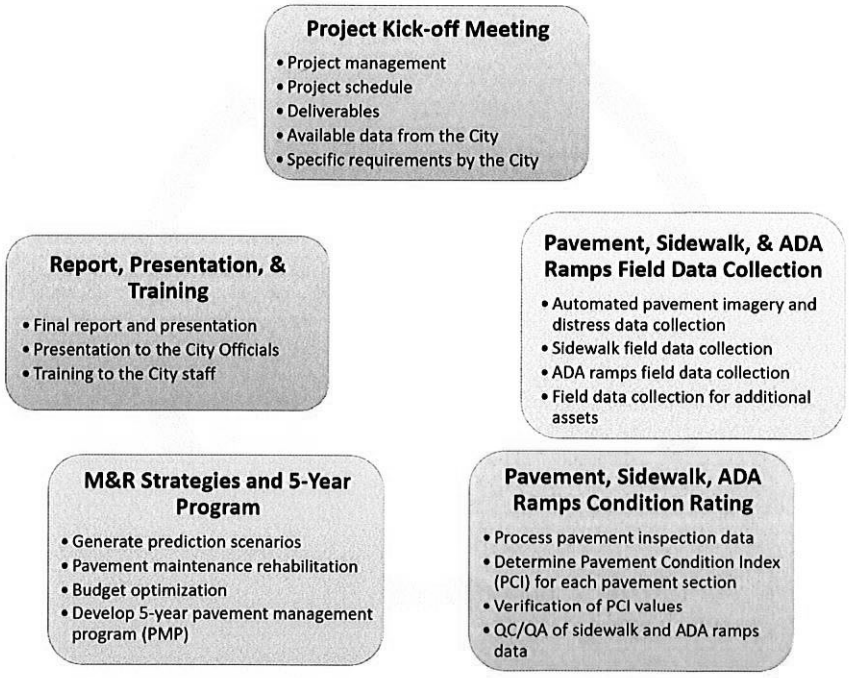
3.2.5 TAB 4

PROJECT APPROACH

3.2.5 TAB 4 – PROJECT APPROACH

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

KCI understands that the City of Opa-Locka is interested in performing right-of-way asset data collection of approximately 95 lane miles of roadway, focusing primarily on Sidewalk and Pavement Condition Index (PCI) to prepare a Pavement and Sidewalk Management Program (PMP) that will result in the greatest return on investment. KCI will perform an automated pavement assessment based on the ASTM D6433 Pavement Condition Index (PCI) Surveys methodology, to determine the PCI value for each pavement section. For sidewalk and ramp condition assessment and ADA compliance evaluation, our trained and experienced engineers will perform a "boots-on-the-ground" survey and walk with a tablet application, using a custom survey form integrated with ArcGIS. KCI will develop GIS-integrated asset inventory and condition assessment for additional right-of-way assets. KCI will generate predictions for scenarios assuming different pavement conditions/budget scenarios. KCI will establish appropriate rehabilitation and preventative maintenance strategies and costs, including appropriate treatments such as slurry seals, cape seals, overlays, and reconstruction based on recent bids. In a 5-year forward program, KCI will provide estimated costs for the recommended maintenance and rehabilitation activities and a map that shows the current zones PCI and a map that shows the zone PCI's at the end of the 5-year program based on the current budget to show the result of the 5-year program. The report will also contain condition analysis, different levels of investments, and recommendations on pavement preservation. The Work Plan section which follows details how KCI would meet the City's needs in carrying out the project. A diagram of our proposed approach is depicted below:



OBJECTIVES TO BE ACCOMPLISHED

The objective is to provide inventory and condition assessment of approximately 95 lane miles of streets, about 35 miles of sidewalk and ADA ramps, and additional right-of-way asset data collection. To accomplish that goal, we will complete the following tasks:

- Provide asset inventory and condition assessment of select City-owned street, sidewalk, ADA ramps, and additional right-of-way assets.
- Assign experts in pavement engineer to review and analyze the pavement data and generate pavement maintenance and rehabilitation strategies, costs, and develop predictions for scenarios based on budget and PCI values.
- Develop a 5-year sidewalk and pavement management program (PMP) for the City.
- Provide PAVER/StreetSaver training and support to the City staff so that the City staff can perform the analyses for future needs.

Item 1: Kick-Off Meeting and Records Review

KCI understands the importance of planning and preparation at the onset of a project. KCI will coordinate with the City for a project kick-off meeting to briefly discuss the following items:



- Project management
- Project schedule
- GIS shapefile of the City's network
- Network segmentation
- Available data in the City's GIS database for PMS implementation
- Deliverables

As a local firm with offices in Fort Lauderdale and Miami, KCI can meet in person with City staff for the kick-off meeting. However, if the City prefers, KCI will arrange a virtual kick-off meeting for project introductions and high-level planning. The meeting will be scheduled before data collection. Before the kick-off meeting, KCI will provide a questionnaire to the City to gather information for data collection and PMS implementation.

KCI believes communication is the key to a successful project. In addition to the kick-off meeting, KCI anticipates regular correspondence with the City throughout the project to meet the City's specific needs.

ITEM 2: PAVEMENT DATA COLLECTION

KCI will partner with Data Transfer Solutions, LLC (DTS) to collect pavement data utilizing one of their Digital Survey Vehicles (DSV). KCI will utilize the LCMS-equipped DSVs to collect geo-located imagery for the City. KCI proposes to use DTS's Mobile Asset Collection (MAC) vehicle line scan camera with laser illumination and three forward facing right-of-way cameras and one rear facing camera to capture right-of-way images to be used during the pavement rating process.

KCI plans to collect images in a single direction in the outermost lane for undivided local roads and collect images in both directions in the outermost lane for all arterial and collector roadways. DTS's LCMS equipment is shown in Figure 1 on the following page. Specific information that can be collected with DTS's LCMS-equipped DSV includes:

DTS has rigorously tested equipment that is independently certified by the Texas A&M Transportation Institute (TTI) and International Cybernetics Corporation (ICC).

- High-resolution right-of-way digital cameras – Allied Vision Prosilica GX1920C GigE, images collected at every 15 to 20 feet based on client's requirements, and 1936 x 1456 color resolution.
- LRIS pavement imaging system – collects high-definition pavement images used to extract distress type, severity, and extent measurements. 4096 pixel/line, 28,000 lines/sec, 1mm resolution.
- Applanix POS220V inertial measuring unit (IMU) – centimeter-level positioning of MAC van during collection.
- DMI equipment – distance measuring instrument used for system integration.
- GPS equipment – used for mapping level positioning of the vehicle, heading information, and positional tagging of images. Two positional units, one differential unit.
- Servers – onboard servers for storing data, processing images, storing profiler, GPS, DMI, and IMU data.
- Surface (road) profiler – used for precise pavement's International Roughness Index (IRI), transverse profile (rut) measurement.
- Jointed plain concrete pavement's faulting data.

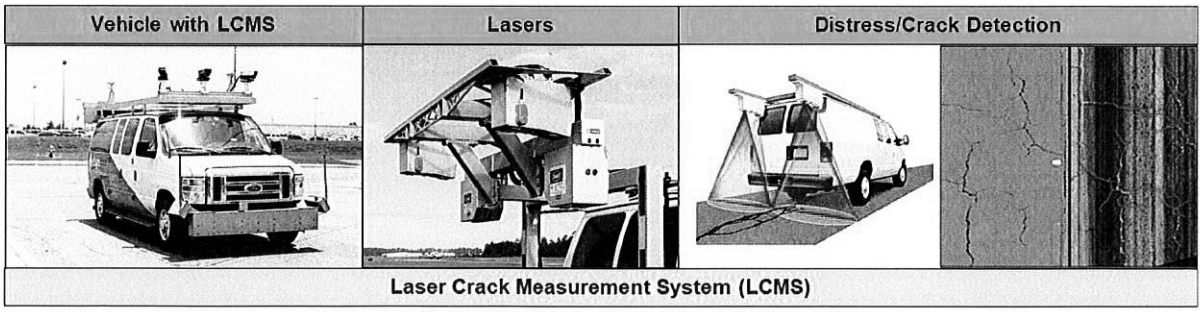


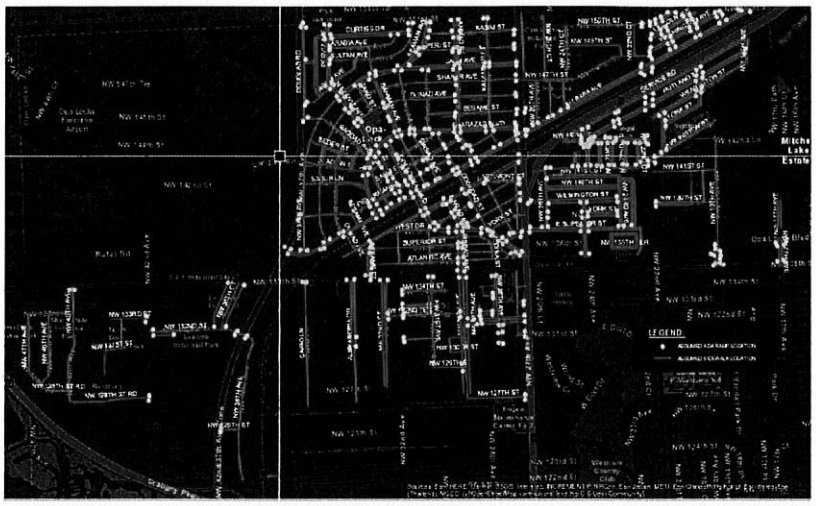
Figure 1: LCMS equipped pavement data collection vehicle.

ITEM 3: SIDEWALK CONDITION DATA COLLECTION

KCI has developed a customizable tablet application for sidewalk condition assessment and standard condition rating system representing a Sidewalk Condition Index (SCI) aligned with MAP-21 guidance standards. SCI is a direct indicator of a sidewalk's physical conditions on a scale of 0 to 100, 0 representing the failed sidewalk and 100 representing the new sidewalk. It is the sum of

distress severities for a sidewalk weighted by the size of each distress. SCI will incorporate the distress based on the visual assessment of the sidewalks, including, but not limited to:

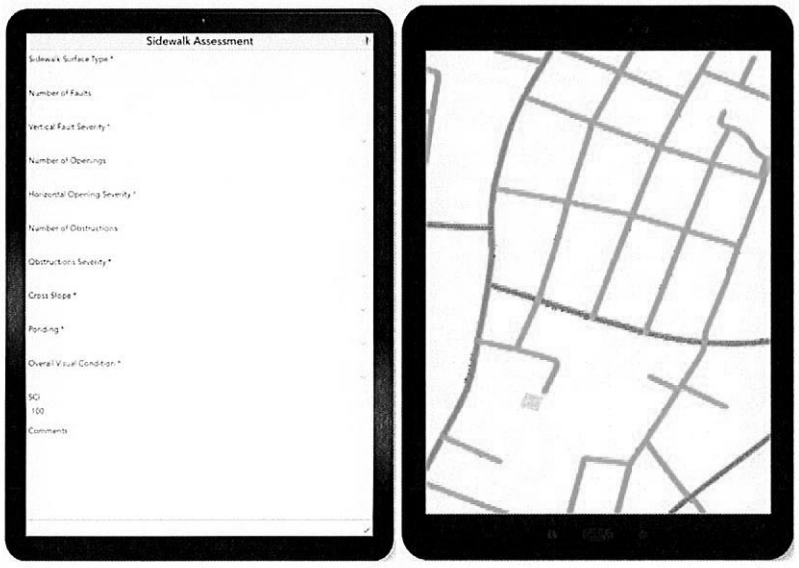
- Cross slope
- Uplifts
- Roughness/spalling
- Bumps/Vertical fault
- Cracking
- Surface Texture
- Horizontal fault
- Obstructions
- Holes



Location of Sidewalk and ADA Ramps

Along with the physical condition assessment, ADA compliance can also be determined. A compliance score for sidewalks on a scale from 0 to 100 can be developed to address ADA compliance. A score of 100 represents full compliance with the proposed Public Right-of-Way Accessibility Guidelines (PROWAG), the standards adopted by ADA) considers four criteria representing PROWAG accessibility standards:

- Cross slope
- Vertical fault size
- Obstructions
- Sidewalk width



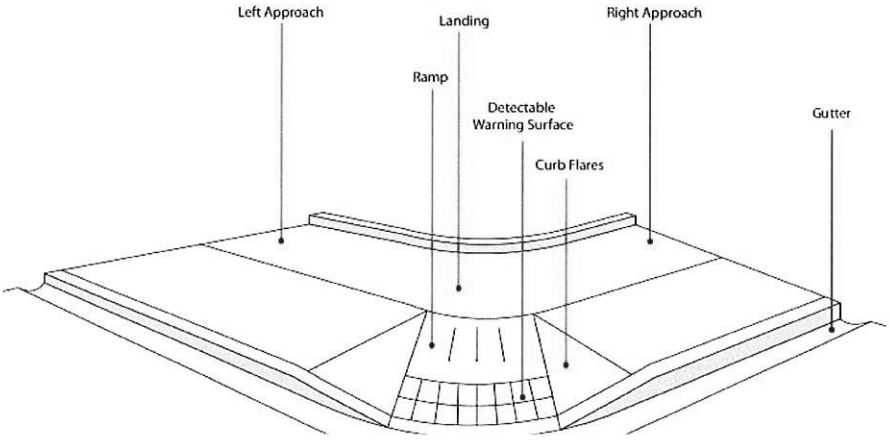
Sidewalk and ADA Ramps Inspection App

KCI's customizable tablet application provides the capability to capture ADA ramp inventory, condition, and compliance data. The ADA curb ramp compliance considers 13 criteria based on PROWAG standards, including slopes, dimensions, and detectable warning surface properties. The criteria cover six areas of analysis:



Figure 2. An example of sidewalk condition assessment integrated with GIS.

- Ramp geometry
  - Width
  - Cross slope
  - Running slope
- Detectable warning surface
  - Surface Type
  - Width
- Gutter
  - Cross slope
  - Counter slope
- Landing
  - Dimension and slope
- Approaches and flares
  - Approach slope
  - Flare slope
- Hazards
  - Vertical faults and obstructions



A schematic of ADA ramp components.

ITEM 4: PAVEMENT CONDITION SURVEY AND PCI CALCULATION

With the pavement image collection started, DTS will begin processing pavement images. This allows DTS to begin the pavement distress rating process concurrent with the image collection.

Once pavement images and distress mapping processing are completed for each collection day, experienced pavement evaluators will review each street segment's images for a complete and thorough evaluation of the existing pavement condition per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, raveling, flushing, and patching. The EarthShaper™ software allows distress vectors to be viewed and edited through this workflow. DTS has designed the EarthShaper asset data extraction software by optimizing the performance of visualization/QC of the roadway condition and inventory data. The distress data file will be loaded to PAVER/StreetSaver to calculate PCI values for each pavement section. Each pavement section will be rated based on the PCI scale of 0 to 100.



Figure 3: A sample image illustrating pavement distress type, severity, and quantity survey process.

IRI (International Roughness Index) will be collected using profiler equipment that meets ASTM standards. DTS utilizes a surface profiling system manufactured by International Cybernetics Corporation (ICC) for evaluating the smoothness of pavement.

We will also determine if **pavement markings** are on the street. The collected **surface imaging and/or video** of the network will be processed to integrate into the approved Pavement Management Software and provided to the City.

ITEM 5: PAVEMENT MANAGEMENT SYSTEM/SOFTWARE SELECTION

The selection of pavement management software is influenced by the requirements of the City and user's needs. The software provides a platform to store pavement management information and to perform different types of analyses. Depending on the needs, the City can also opt to use a combination of pavement management software and a customized GIS dashboard to suit its requirements. Table 1 shows the comparison of PAVER and StreetSaver features and capabilities. We plan to demonstrate the capabilities of both of these software to the City staff during the interview/kickoff meeting so that the City would be able to choose the best option depending on their needs.

One of the key personnel provided PAVER and StreetSaver training to 25+ cities, villages, and counties.

Table 1. Comparison of PAVER and SreetSaver features.

Description	PAVER	StreetSaver
Vendor	U.S. Army Corps of Engineers	Metropolitan Transportation Commission
Tablet, Laptop, and Web Version	Desktop and Tablet version, can also be used for manual data collection	Desktop and Web, but additional programs needed for manual data collection
Minimum of 5 years of resurfacing projections	Yes	Yes
Resurfacing and Preventative Maintenance breakdown	Yes	Yes
Preventative maintenance breakdown	Yes	Yes
A map of the City's network PDF reports with budget and paving information	Yes	Yes
Ability to Analyze Other Assets	Yes, curb and gutter	Yes, sidewalk, streetlights, sign, curb and gutter, ADA ramp compliance
Default Pavement Condition Rating	PCI, IRI	PCI, IRI
Analyze Budget Scenarios	Yes	Yes
ArcGIS Integration	Yes	Yes
Cost	$999 (one time purchase)	$1,500/year, an additional $500 per non-pavement asset

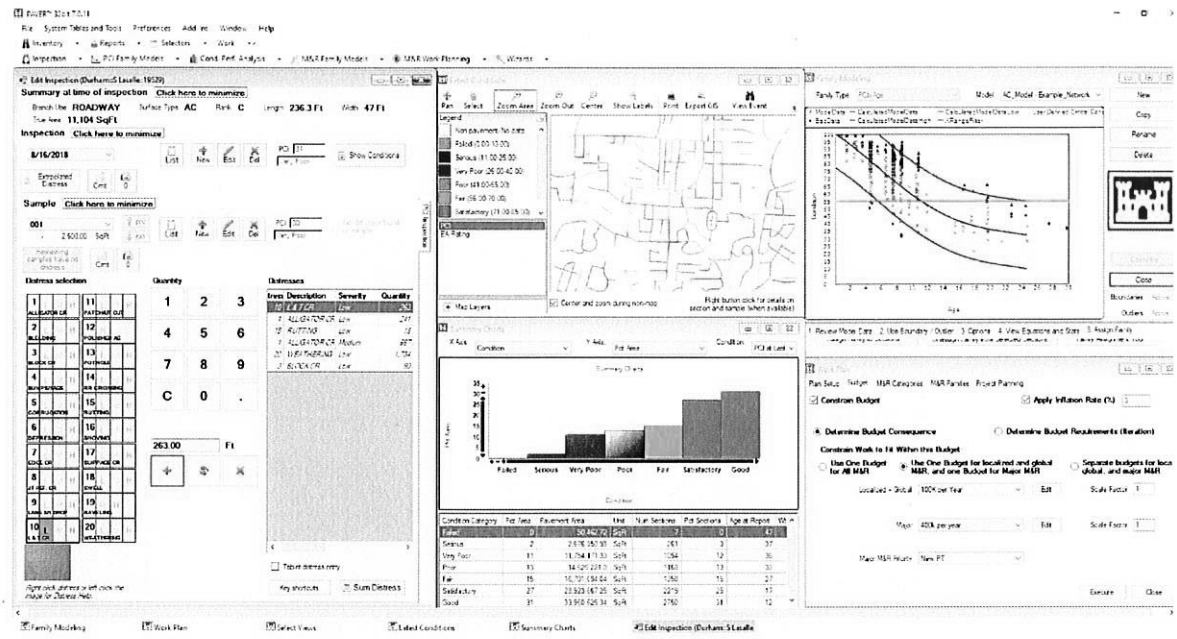


Figure 4: A sample image of PAVER features.

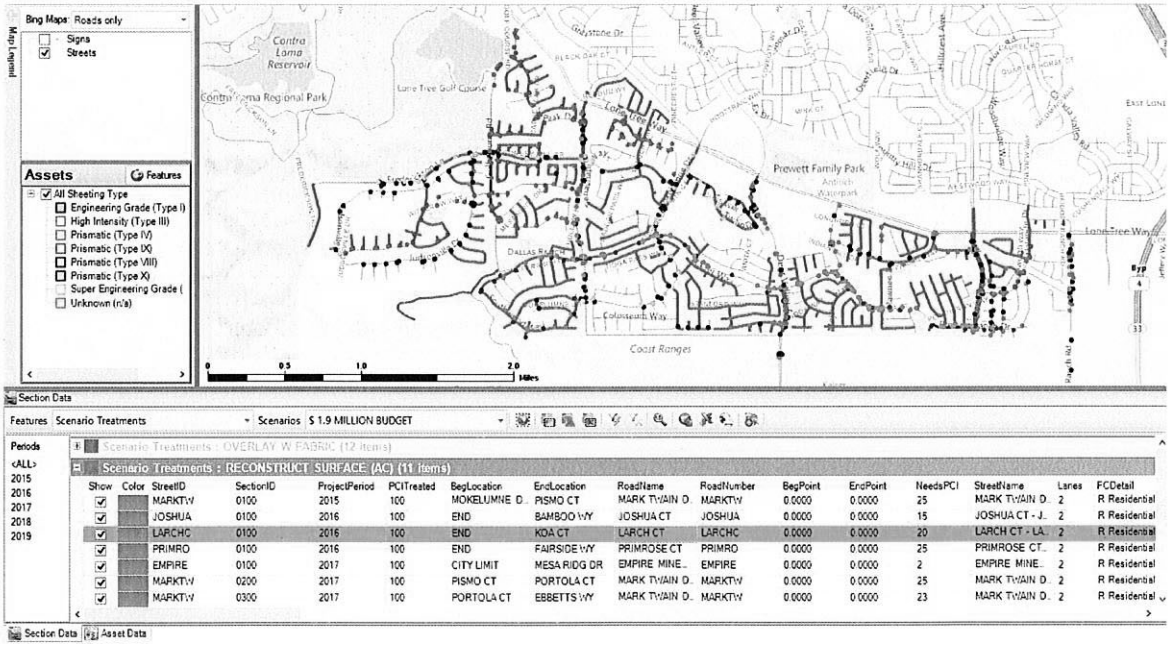


Figure 5: A sample image of StreetSaver *features.*

ITEM 5: PAVEMENT MANAGEMENT OPTIMIZATION/BUDGET SCENARIO ANALYSIS

The pavement management optimization and budget scenario analysis start with developing pavement performance models, pavement treatment matrix, treatment selection decision trees, annual maintenance and rehabilitation budget, and other analysis variables.

Development of Pavement Performance Models

After determining PCI values in PAVER/StreetSaver based on the latest condition inspection, KCI will develop pavement performance models to predict the future conditions of pavement. The pavement prediction modeling process identifies, and groups pavements of similar construction subjected to similar traffic patterns, weather, and other factors that affect pavement life. The historical data on pavement conditions can be used to build a model which can accurately predict the future performance of a group of pavements with similar attributes.

KCI will coordinate with the City to develop the models based on the traffic, surface type, section ranks, weather, and use. Figure 6 on the following page shows an example of a pavement performance model and critical PCI for that model.

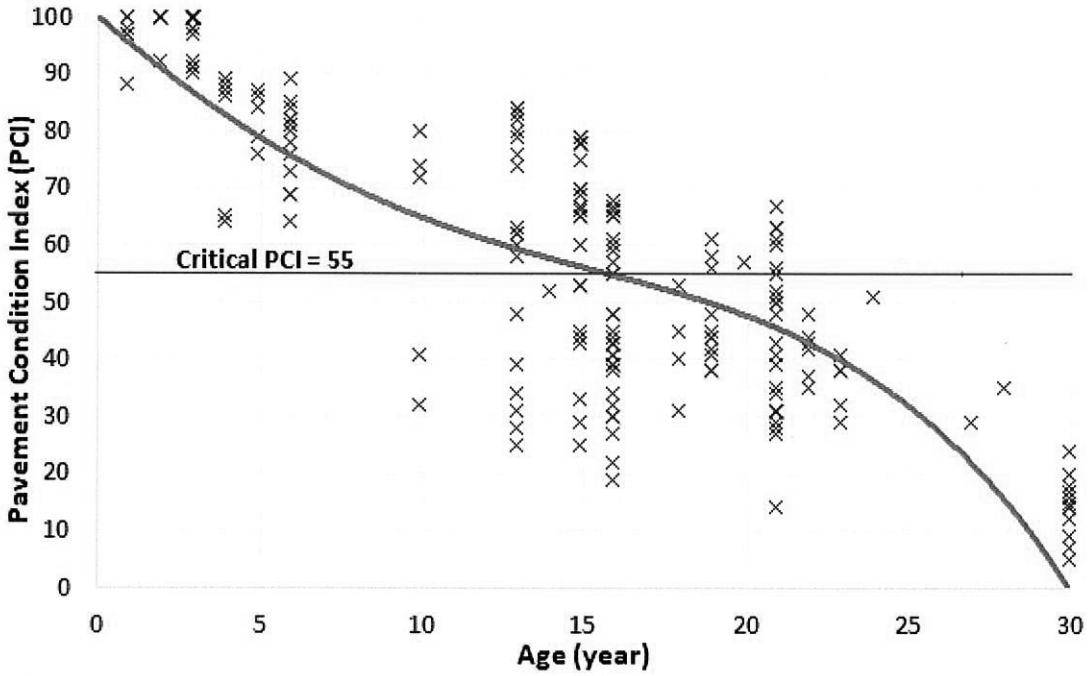


Figure 6: An example of the pavement performance model.

Pavement Treatments and Decision Trees

KCI will coordinate with the City to finalize the pavement treatment types and unit costs of those treatments to include in the optimization and budget scenario analysis. After the compilation of available and suitable treatments, KCI will develop a treatment selection decision tree to define when a particular treatment is used and its consequences. The treatment matrix can be based on the PCI values, traffic, and section ranks to incorporate the City's pavement preservation goals. To get the best benefits of each treatment, KCI will use industry best practices and the agency's institutional knowledge to establish the service life of each treatment, adjusting the condition of the pavement after the treatment was applied, the cycle number of the treatment, and the overall age of the pavement. KCI will work with the City to include new pavement preservation and maintenance techniques recommended by the Florida Department of Transportation (FDOT) to

develop the treatment matrix. Based on the City's requirements, KCI will create treatment selection decision trees in the PAVER/StreetSaver software. A sample treatment decision tree is provided in Table 2 below.

Table 2: A sample treatment matrix for collector roads.

<table>
<tr><th colspan="5">Sample Treatment Matrix for Asphalt Pavements</th></tr>
<tr><th>PCI</th><th>Localized Preventive</th><th>Localized StopGap</th><th>Major M&R</th><th>Pavement Preservation</th></tr>
<tr><td>0
10</td><td rowspan="3">No Localized Preventive Treatment (PCI< Critical)</td><td rowspan="3">Patching and Repair</td><td>Reconstruction</td><td rowspan="3">No Pavement Preservation</td></tr>
<tr><td>25</td><td>3.0" Mill & Overlay</td></tr>
<tr><td>50</td><td>2.0" Mill & Overlay</td></tr>
<tr><td>70</td><td rowspan="2">Crack Seal and Distress Repair (PCI > Critical)</td><td colspan="2" rowspan="2">No Localized StopGap/ Major M&R (PCI > Critical)</td><td rowspan="2">Rejuvenator, Slurry Seal, Chip seal, Microsurfacing, etc.</td></tr>
<tr><td>100</td></tr>
</table>

Budget and Condition Scenario Analysis

KCI will work with the City to generate pavement budget and condition prediction scenarios. A few examples of scenarios that can be generated in PAVER/StreetSaver are listed below. Figure 7 shows a sample budget scenario and resulting pavement conditions by year.

a) Scenario 1 – Budget required to maintain PCI from report
b) Scenario 2 – Budget required to achieve a 70 PCI
c) Scenario 3 – PCI change with current funding
d) Scenario 4 – PCI change with an additional $200,000 of funding per year
e) Scenario 5 – PCI change by resurfacing the lowest 5 PCI streets per year

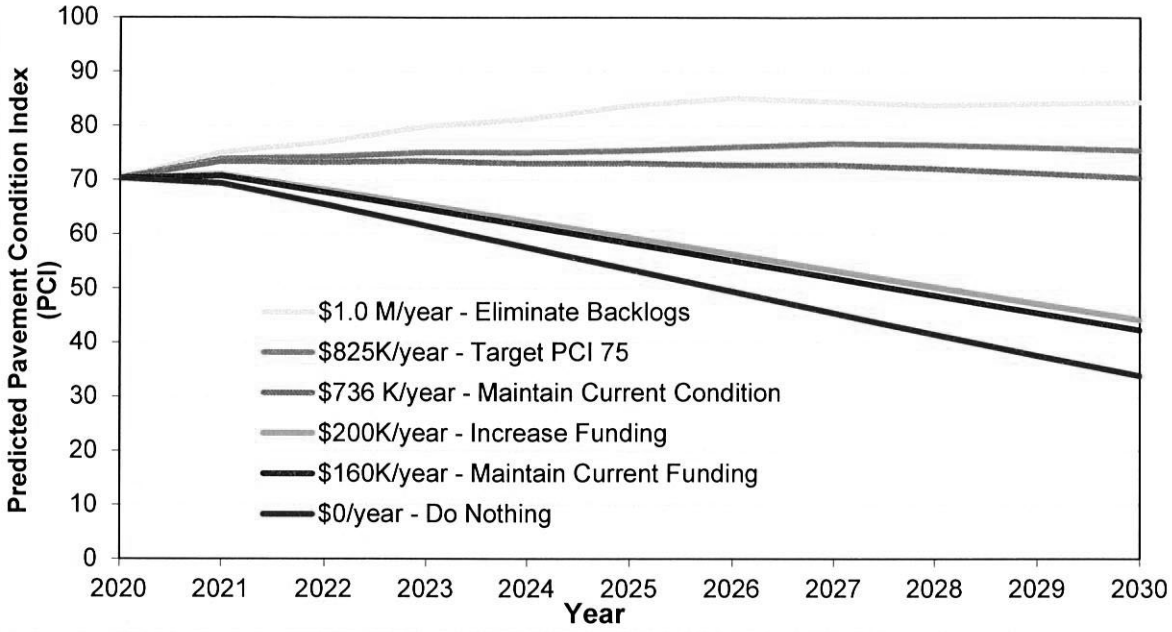


Figure 7: Sample budget scenario and pavement conditions.

ITEM 6: DEVELOPMENT OF A FIVE-YEAR PLAN

KCI will recommend a five-year pavement preservation, maintenance, and rehabilitation plan beginning in FY 2022-2023 based on the data populated in the PAVER/StreetSaver database. The five-year program will include **what type of maintenance and repair, when to apply, and where to apply** based on the City's budget to improve the overall conditions of the pavement network.

ITEM 7: REPORT AND DELIVERABLES

KCI will coordinate with the City to create condition reports depicting the status of the existing City streets. KCI will provide a written report to the City for review. The report will include an executive summary of the current City street inventory with associated data such as street limits, length, width, type of paving, classification, area of the street, segment PCI and zone, picture of each PCI range (in increments of 10), and analysis of the current condition of the streets.

The report will also include a map that shows the current zones PCI and a map that shows the zone PCI's at the end of the five-year program based on the current budget to show the result of the five-year program. KCI will provide the following pavement images, data, maps, and report during the course of the project:

- Surface imaging and/or video of the network that can be integrated into the approved Pavement Management Software and provided to the City.
- Georeferenced high-resolution right-of-way images from forward-facing and rear-facing cameras will be delivered to the City upon completion of the inspection and assessment.

For every pavement section, the images will be provided in an external hard drive along with an image location table with hyperlinks to access the images.

- KCI will deliver all pavement condition data collected to the City through the PAVER/StreetSaver software. This will include the following attributes:
    - Pavement section **inventory** after verification for each section
    - Pavement condition **inspection data** i.e., distress type, severity, and extent
    - **PCI** for each section
    - **IRI** for each section
- Based on the City's desires and expectations, KCI will create a five-year program based on optimization analysis and will identify feasible rehabilitation alternatives for each street section and will recommend treatment type such as slurry seals, cape seals, overlays and reconstruction, their application times, and cost estimates.
- KCI will generate predictions for scenarios as required by the City, based on information provided by the City over a five-year period, and provide repair strategy recommendations based on the actual budget.
- City's sidewalks condition data and condition score in a GIS shapefile and excel format including uplifts, bumps, holes, cracking, surface texture, and compliance with ADA sidewalk width.
- City's compliance with ADA ramps in GIS shapefile and excel format, measuring the attributes such as ramp slope and cross slope, road slope and cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition).
- KCI has the experience and can provide a five-year plan for right-of-way assets, i.e., sidewalk, signage, streetlights, trees, and paving markings rehabilitation or replacement based on the City's anticipated revenues.
- KCI will provide training on the approved software to designated staff either in person or via Microsoft Teams or another application that is available for the City to use. KCI will also provide temporary 30-day licenses of approved software to all attendees. KCI will provide a training manual and software installation guidelines ahead of the training sessions.

QUALITY CONTROL/QUALITY ASSURANCE

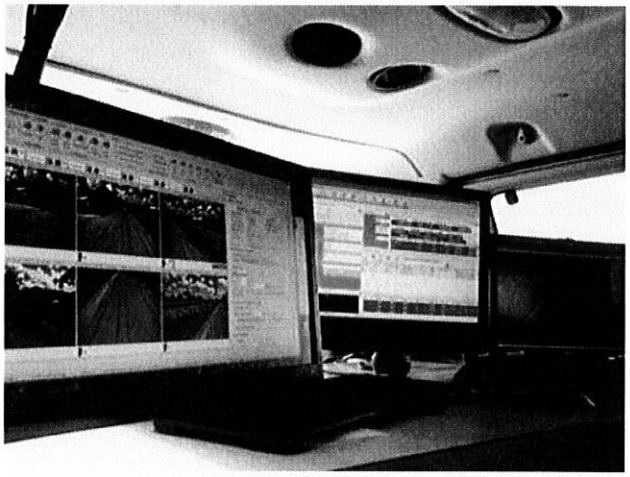
KCI and DTS have proven Quality Assurance/Quality Control (QA/QC) procedures for all MAC image collection projects. QC procedures begin with the MAC image collection process. During image data collection, KCI will collect data based on these requirements:

- Start data collection at least an hour after sunrise
- Stop data collection an hour before sunset
- Only survey clear and dry pavements

Quality is checked in parallel to reduce schedule disruptions and repeated work.

The MAC technician will check each camera's exposure rate, image quality, GPS, and IMU operation to ensure the MAC system is recording the image, GPS, DMI, IMU data, and the GPS location is within the stated project tolerance. Each collection day's calibration collection will be documented in the MAC collection logbook.

- The MAC calibration/control site, which serves as quality control for data collection, will consist of a minimum of nine grid pavement points that are surveyed for a precise and accurate image daily calibration check.
- Each MAC vehicle will collect the calibration site every day of collection for the project duration as a MAC system QC item. This process ensures that each day's run can be calibrated based on the accuracy requirements (sub-meter) of the project.
- The MAC system is capable of collecting all right-of-way images and pavement data concurrently. During image collection, the MAC technician reviews the images collected on-screen as they are collected, and any issue with image clarity requires the collection run to end and the image quality issue to be resolved. This provides real-time verification that the equipment is operating correctly.



- Once resolved, the collection run begins from the beginning for the road segment collected. The MAC technician also monitors GPS reception during collection. If GPS reception is lost and measured using PDOP (positional dilution of precision), the MAC technician stops the collection and resolves the GPS reception issue. The collection begins again once the GPS reception issue is resolved.

DTS employs an originator/checker process for processed and compiled data where the project engineer (originator) provides a qualified project QC checker to review and check processed and compiled data.

- The QC checker reviews calibration/correlation data and imagery for data anomalies and inconsistent pavement data, false positives (incorrect distress) pavement

distress vectors, and quality of post-processed MAC imagery.

- The project manager, engineer, and QC checker determine if any errors found requires a run to be recollected

ADDITIONAL ASSET COLLECTION

Pavement Markings

MAC vehicles will collect right-of-way asset inventories while data is collected for the pavement management system. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. DTS will collect pavement markings with the following attributes:

Pavement Markings Attributes (Point Feature):

- AssetID
- Category: Left Arrow, Right Arrow, Straight Arrow, ONLY, SCHOOL, XING, STOP, AHEAD, BUS, Left-thru Arrow, Right-thru Arrow, Bike Icon, BIKE, ENDS, LANE, Bike Diamond, Bike Arrow, Merge Left Arrow, Merge Right Arrow, Speed Hump Arrow, Speed Hump Block, SLOW, Left/Right Arrow, etc.
- Location: Street Name, GPS location (+/- 2 meters)
- Condition: Good, Fair, or Critical
- Photo Image link

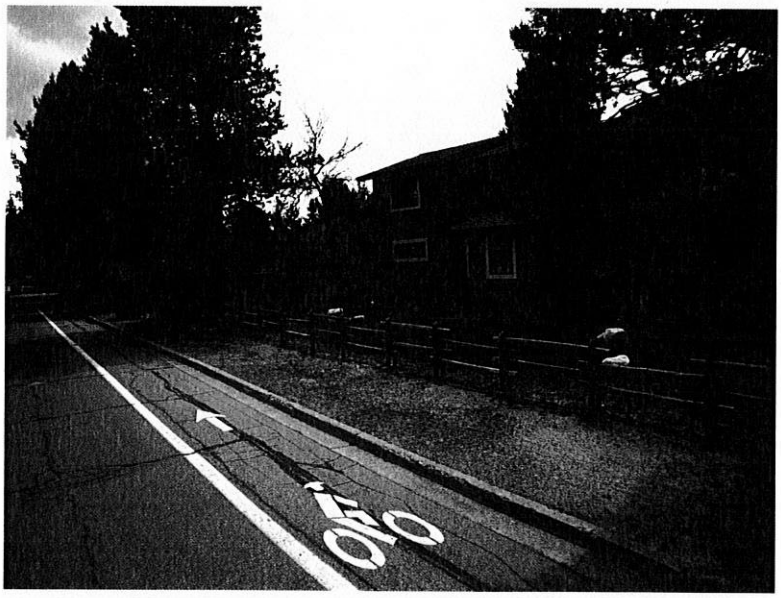


Figure 8. Sample image of pavement markings collected with MAC LRIS system.

Traffic Signage

MAC vehicles will collect right-of-way asset inventories while data is collected for the pavement management system. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and geo-referenced to the pavement inventory by segment. DTS will collect traffic signs with the following attributes:

- AssetID
- Sign Category: Regulatory, Warning, Guide, School, Recreation, Information, General
- Sign Name: Federal or State MUTCD designation or custom designation for specialized signs
- Location: Street Name, GPS Location (+/- 2 meters)
- Sign and Post Condition: Good, Fair, Critical

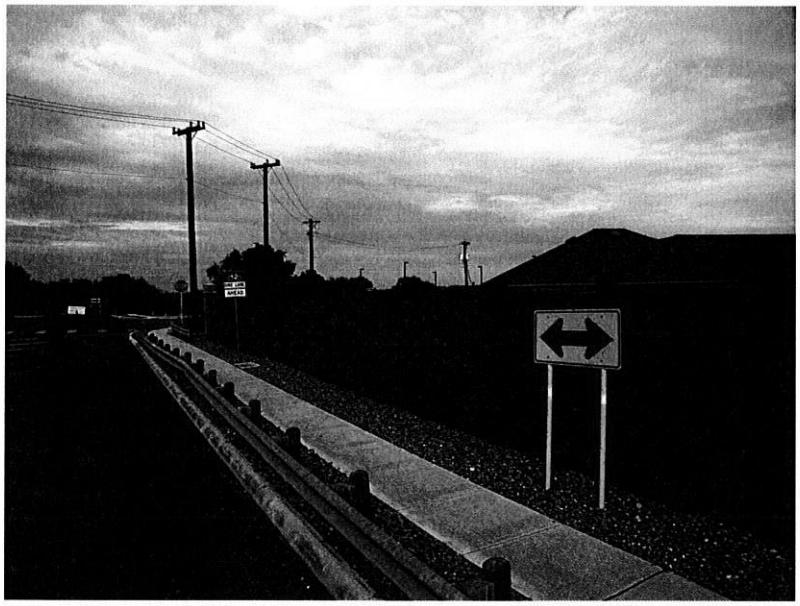


Figure 9. Sample MAC LRIS vehicle imagery of signs.

Stormwater, and Water/Sewer Infrastructure

KCI has significant experience and strong team to develop the current inventory and condition assessment criteria and workflows to perform an inventory of stormwater assets, develop a data collection application for storm drain compilation, locate and map stormwater assets, and perform a condition assessment of stormwater features. For the City, we will develop an inventory of stormwater and water/sewer infrastructure with the following attributes at a minimum:

- AssetID
- Category: Catch basins, Manholes, Fire Hydrants, and Sewer and Water Valves

- Location: Street Name, GPS Location (+/- 2 meters)

Trees

A visual review of the trees which shall determine the current condition and whether maintenance or replacement is required.

- AssetID
- Location: Street Name, GPS Location (+/- 2 meters)
- Condition

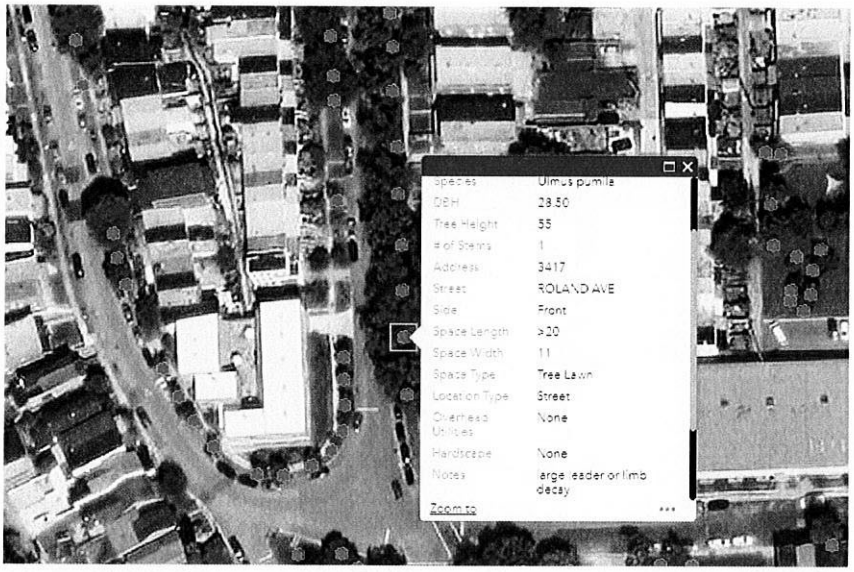


Figure 10. Sample of tree inventory and condition assessment integrated into GIS.

Streetlights

We will use a customized rating system to efficiently quantify both the overall condition of the streetlight assets, and the condition of the streetlights' individual components. We will utilize Trimble TerraFlex & ESRI's ArcGIS Online to create a custom data collection form and tracking tool used by our field staff on a tablet. The streetlights attributes will include:

- AssetID
- Location: Street Name, GPS Location (+/- 2 meters)
- Verification of Lights, Type, and Size: Sodium Vapor (HPS), Mercury Vapor, LED
- Pole Number and Size

- Working condition of Lights: Broken sensors, running continuously, intermittent lighting, broken parts, decreased brightness due to dirt and bugs in the fixture, etc.
- Light Quality: Lumens, Visibility, Obstruction
- Map

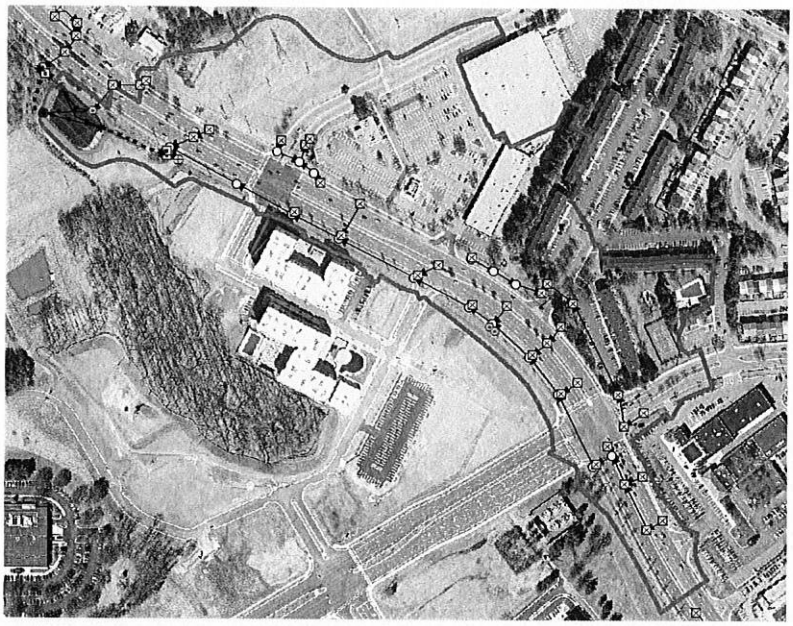


Figure 11. Sample of drainage area showing stormwater assets.

3.2.6 TAB 5

EXPERIENCE AND QUALIFICATIONS

3.2.6 TAB 5 – EXPERIENCE AND QUALIFICATIONS

3.2.6.1 Specify the number of years the Proposer has been in business: 67

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

FIRM'S DEMONSTRATED CAPABILITY

Team Introduction

The KCI team brings together experience from our dedicated Pavement and Asset Management practice as well as DTS who brings over 16 years of experience providing pavement collection services. The KCI team will provide the project management, QA/QC of pavement condition assessment, budget and condition scenario analysis in PAVER/StreetSaver, pavement maintenance and rehabilitation analysis to develop a five-year program, sidewalk and ramps condition assessment and ADA compliance evaluation, final reports, and pavement management software training. KCI will also provide additional right-of-way assets inventory and condition assessment services. DTS will provide pavement imagery data collection and determination of PCI values.

KCI TECHNOLOGIES, INC.

KCI's corporate purpose is to work together to implement great ideas that improve people's lives. KCI is a 100 percent employee-owned engineering, consulting, and construction firm serving clients throughout the nation. KCI's corporate vision is to be the professional consulting firm of choice for our employee-owners, clients, and business partners. With more than 1,900 full-time employees collaborating on diverse projects, KCI is constantly driven by energy, passion, and talent. We are a recognized industry leader, employing innovative technologies, management practices, and strategic growth initiatives. The strong team we've built over the last 67 years operates as a single entity made up of technical specialists that provide a collaborative, efficient suite of services across core markets. Our multi-disciplined offerings allow us to offer exceptional turn-key project delivery. Our people, projects, and organizational success have been honored with awards from some of the trade's most prestigious bodies.

Asset Management

Our dedicated asset management practice is founded on the core principles of enterprise asset management and is backed by a highly qualified ISO-certified team. Our Asset Management professionals have become certified by the Institute of Asset Management (IAM) in the "Principles of Asset Management." Our goal is to provide guidance to our clients that align with core principles and best practices when establishing any new program or organization. Our multi-disciplinary team of trained asset management professionals has unparalleled breadth and depth of expertise. We

pride ourselves on offering technical solutions to our clients through innovative thinking and technology. Our engineers, certified maintenance and reliability professionals, business analysts, and technologists are well versed in developing and implementing municipal asset management programs – across all spectrums of readiness and asset management maturity – which integrate people, processes, and technology to enhance asset value.

KCI has been instrumental in the development, customization, and implementation of PMS using PAVER/StreetSaver, working closely with clients to gather the business and system requirements for the PMS throughout its implementation. In addition, we assist our clients in developing the network-level pavement management optimization process. The KCI team is well-experienced in developing performance models for the various condition measures collected, including IRI, rutting, cracking, and friction for each group or family of pavement. The KCI team has also been involved in budget optimization and prioritization and developing a treatment decision matrix, including identifying the feasibility and consequences of each treatment. KCI's pavement asset management, engineering, and planning capabilities can be summarized as:

- **Data Collection Services**
    - Pavement condition assessment (surface distress, ride quality, and structural)
    - Asset inventory and assessment on a GIS platform (trees, signs, traffic signals, curb, gutter, lighting, and any other linear/point asset that can be tied to a GPS coordinate)
    - 360° camera high-resolution video-logging of right-of-way
- **Customized Asset Management Software**
    - Central management system implementation for all assets
        - CMMS, Cityworks, Maximo, Cartegraph OMS, PAVER/StreetSaver, etc.
    - Decision support policies and analysis
    - Mobile applications for field support (asset inventory, condition surveys, and maintenance activities)
        - Signs, markings, guardrails, light poles, traffic signals, signal switch boxes
    - GIS integration and GIS/database management
    - Web-portal and cloud data visualization tools
- **Engineering and Planning Services**
    - Multi-year maintenance and capital improvement plan (CIP) development
    - Maintenance quality assurance review
    - Governmental policy compliance (GASB 34, retroreflectivity)
    - Non-destructive testing of pavements
        - Ground penetrating radar (GPR)
        - Falling weight deflectometer (FWD)
    - Pavement design and Analysis
        - AASHTOWare ME pavement design and life-cycle-cost analysis (LCCA)

Data Transfer Solutions, LLC

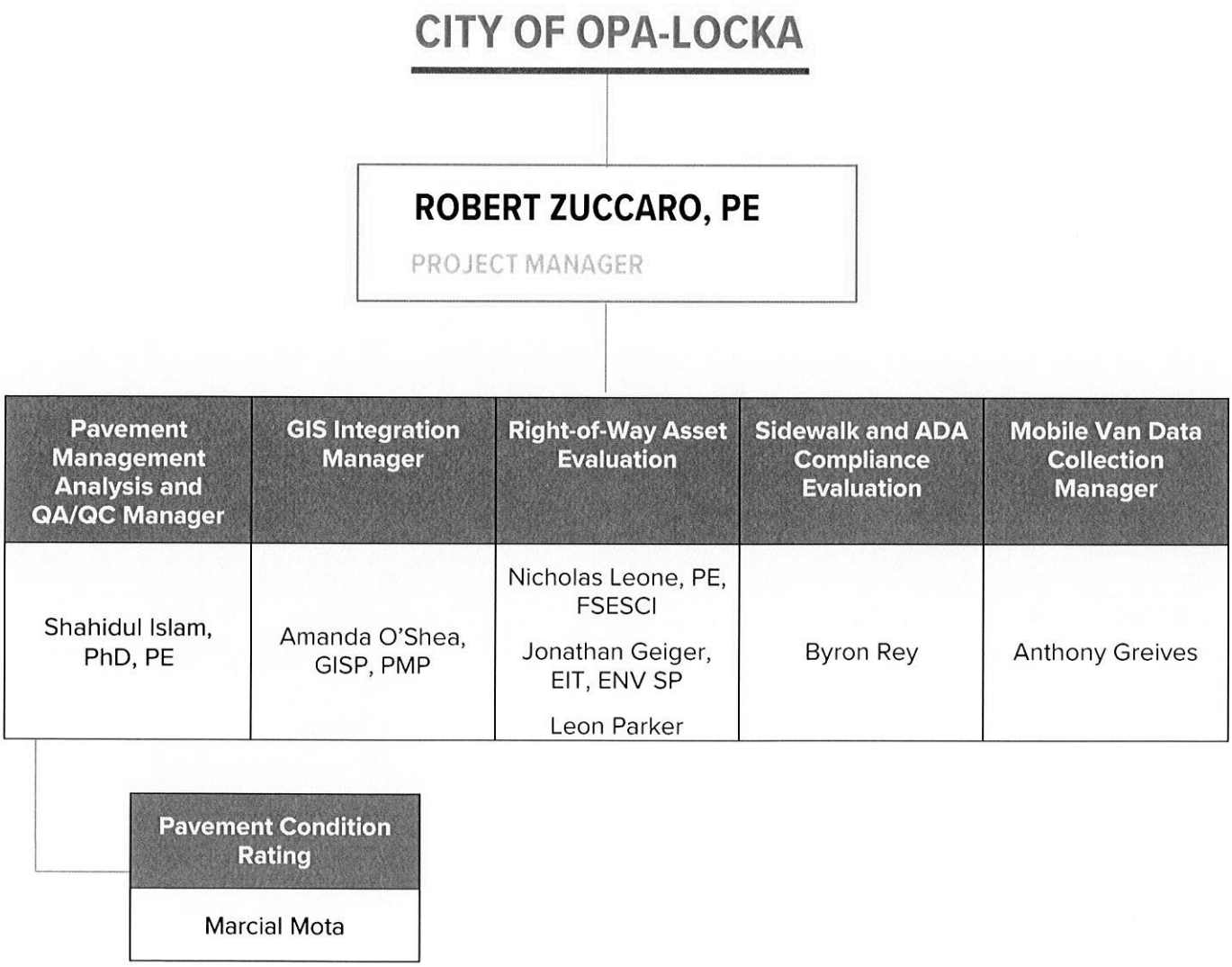
DTS is a transportation planning, engineering, GIS, and asset management solutions company organized in the State of Florida in 2006 as a limited liability company. DTS is a business unit of Atkins North America, Inc., a wholly owned subsidiary of SNC-Lavalin Group, Inc.

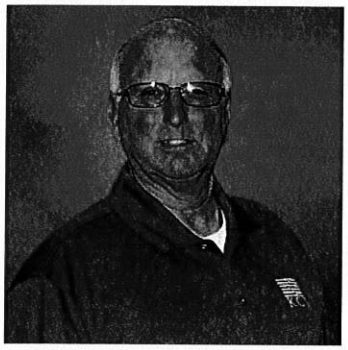
DTS has vast experience with automated data collection and processing pavement, asset and geometric data for DOT (state), city and county clients across the US in accordance with a variety of standards and methodologies including the ASTM D6433 standard. The DTS business philosophy recognizes the importance of asset management as strategically targeting resources in an efficient and cost-effective manner has become increasingly critical for agencies given the current and foreseeable fiscal funding environment. Organizations are frequently asked to do more with less, and in transportation asset management that means strategically targeting and prioritizing assets in poor condition and having the highest consequences of failure. DTS' Mobile Asset Collection (MAC) vehicle has received independent inertial profiler certification from the Texas A&M Transportation Institute to ensure the most accurate measurements for IRI.

DTS is a leader in pavement condition assessments and asset management within the North American market. DTS provides state-of-the-art tools and solutions with considerable experience in delivery of PCI ratings data for Pavement Management Systems. Further, DTS has received independent inertial profiler certification from Texas A&M Transportation beginning in 2015. DTS has collected and compiled data for over 200,000 miles of roadways and 2,000,000 assets in the past five years including right-of-way, pavement imagery and mobile LiDAR that have been integrated into a suite of web-based and GIS-centric databases.

Sample Pavement Condition Survey and Right-of-Way Asset Evaluation Clients			
Lakeland, FL	Seminole County, FL	West Palm Beach, FL	Orlando, FL
Winter Springs, FL	Cobb County, GA	Jefferson County, CO	Rhode Island DOT
Amarillo, TX	Colorado DOT	Kingsport, TN	Richland Hills, TX
Ascension Parish, LA	Denison, TX	Chicago CMAP	San Antonio, TX
Austin, TX	Durham, NC	Lewisville, TX	Knoxville, TN
Brownsville, TX	Greenville, SC	Peoria, IL	Tyler Area MPO, TX
Charleston County, SC	Harris County, TX	Pikes Peak Area COG	Virginia Beach, VA
Charlotte, NC	Houston, TX	Pitkin County, CO	Waller County, TX
Cheyenne, WY	Indianapolis, IN	Plano, TX	Wickenburg, AZ

ORGANIZATIONAL CHART





ROBERT ZUCCARO, PE

Project Manager

Mr. Zuccaro has experience on a wide range of successful engineering projects by providing planning, design, permitting, construction phase services and final certifications. His experience is in land development, transportation, and environmental projects. Mr. Zuccaro has been a project manager for a wide range of governmental and private sector clients. He has supervised the design, planning, platting, surveying, permitting, specifications, contract administration, construction observation, record drawings, and final certifications for medical facilities, airports, roadways, water and sewer systems, lift and pump stations, and sewage treatment plants.

EDUCATION

BS / Civil Engineering / Clarkson University

REGISTRATIONS/ CERTIFICATIONS

PE / FL / 17931

NPDES Qualified Stormwater Management Inspector / 7089

Envision Sustainability Professional (ENV SP)

Aegion Cured-In-Place Solutions Certificate

HAZWOPER 40-Hour Course

HAZWOPER 8-Hour Refresher Course

KCI Project Manager Certification

YEARS EXPERIENCE

41

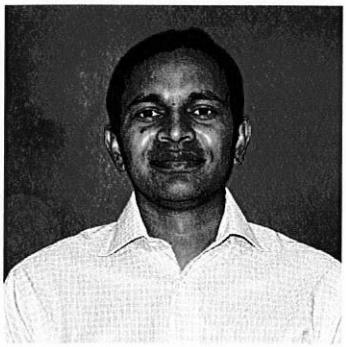
YEARS WITH KCI

7

City of Delray Beach, Public Right-of-Way Accessibility Improvements - Delray Beach, FL. Project Manager. The project included the addition of missing sidewalk segments and correction of the existing ADA deficiencies, as identified in the City's ADA Self-Evaluation and Transition Plan for 15 streets. The primary purpose of this project was to bring ADA deficient segments of sidewalks, intersections, driveways and curb ramps into compliance. Sidewalks that were not ADA compliant will be replaced in kind, where feasible. In areas where there was no existing sidewalk, a new sidewalk will be installed as per the City's latest standard details.

Covenant Living SWM Permit 5-Yr Renewal - Plantation, FL. Project Manager. KCI performed an inspection of the 16.3-acre property's Surface Water Management (SWM) system's condition as required by Old Plantation Water Control District. KCI observed 44 control structures, six headwalls, inlets, manholes, multiple grates, manhole covers, outfalls, two detention/retention ponds, swales, and pavement above the site's drainage pipe network. All components of the system were inspected visually, photographed, and included in the final report to the client.

Loxahatchee Club Pavement, Curbing and Drainage Assessment and Recommendation - Jupiter, FL. Project Manager. KCI provided pavement condition assessment of all streets within the 360-acre Loxahatchee Club residential development. The scope included the inventory of streets, concrete valley gutters, catch basins, and the piping network that ultimately discharged into a system of interconnected lakes and outfalls. KCI's recommendations for remediation of drainage/ponding issues included the need for further review of the drainage piping system via CCTVing within the interconnecting lakes for blockage.



SHAHIDUL ISLAM, PHD, PE

Pavement Management Analysis and QA/QC Manager

Dr. Islam is an expert in pavement evaluation, asset management and has implemented pavement management systems for 25+ agencies using PAVER, StreetSaver, and Cartegraph OMS. He worked as the Project/Task Manager of the pavement condition evaluation, refining pavement performance models, and developing a five-year plan for 25+ agencies. He also provided training on pavement management softwares to the engineering and management staff of those 25+ agencies.

EDUCATION

PhD / Civil Engineering / University of Illinois at Urbana-Champaign

MS / Civil Engineering / Kansas State University

BS / Civil Engineering / Bangladesh University of Engineering & Technology

REGISTRATIONS/ CERTIFICATIONS

PE / TX / 131232
PE / MD / 58526
PE / NC / 053150
PE / VA / 0402064458

YEARS EXPERIENCE

13

YEARS WITH KCI

1.5

Chicago Metropolitan Agency for Planning, Pavement Management System Implementation – Chicago, IL. Project Manager. Dr. Islam led this effort to assess pavement conditions, develop budget scenarios evaluating the costs, and recommended a 5-10-year capital pavement program based on the selected pavement condition and budgets using PAVER. The project included pavement condition data collection for 20 villages, cities, and counties, the development of pavement condition prediction models, pavement treatment matrix, and pavement preservation plans. Dr. Islam provided training on PAVER to the local agency staff from 20 agencies.

City of Milford, Pavement Management System Implementation - Milford, DE. Project Manager. Dr. Islam led this effort to assess the current condition of pavement, implementing a pavement management system (PMS), and recommending a five-year capital improvement plan (CIP) based on the available budgets and goals. The project included pavement condition evaluation for approximately 50 miles of streets using an automated Laser Crack Measurement System (LCMS), PCI and IRI determination, development of pavement condition prediction models, pavement treatment matrix, and pavement preservation plans.

Pavement Condition Assessment and Capital Improvement Plan for Town of Lyman, SC. Project Manager. Dr. Islam led the effort of a complete inventory and condition assessment of about 66 centerline miles within the Town's jurisdiction and to develop a pavement maintenance plan that will result in the greatest return on investment. He developed pavement performance models using the pavement condition and the historical paving data to forecast the future condition and recommended annual budgets by maintenance and rehabilitation activities assuming different condition/budget scenarios. Dr. Islam developed rehabilitation and preventative maintenance strategies, including appropriate treatments such as slurry seal, chip seal, overlay and fill reconstruction.



AMANDA O'SHEA, GISP, PMP

GIS Integration Manager

Ms. O'Shea is a Project Manager lead in KCI's Asset Management practice with 22 years of experience in the development of GIS solutions. Her previous experience includes geodatabase development, GIS analysis, digital field data collection system design and implementation, project GPS setup and support, and quality control. Her expertise in managing GIS data acquisition projects will provide seamless collaboration on projects. Ms. O'Shea's computer skills include ArcGIS Desktop, ArcGIS Pro, ArcGIS Enterprise, Portal for ArcGIS, ArcSDE, ArcServer, ArcGIS Online, Field Maps, Collector for ArcGIS, Survey123, ArcPad, Microsoft SQL Server, Cityworks AMS, Cityworks PLL, Geocortex Essentials, Trimble Business Suite, CommunityVIZ, GlobalMapper, and MapInfo.

EDUCATION

BS / Geography / The Pennsylvania State University

REGISTRATIONS/ CERTIFICATIONS

GISP / 57720
PMP / 3008601
ESRI Enterprise Geodata Management Associate 10.1

YEARS EXPERIENCE

22

YEARS WITH KCI

15

Pavement Condition Assessment – Elbert County, GA. Elbert County, responsible for about 371 miles of paved roadways, contracted KCI to perform condition assessments of these assets and capture that data electronically for future maintenance and asset management use. Ms. O'Shea developed an application based on the Georgia Department of Transportation's Pavement Condition Evaluation System (PACES) and used commercially available tools such as ArcGIS and Survey123 to set up the database, field form, web maps, and web/mobile application.

Pavement Condition Assessment – Cherokee County, SC. Cherokee County, responsible for about 361 miles of paved roadways, contracted KCI to perform condition assessments of these assets and capture that data electronically for future maintenance and asset management use. Ms. O'Shea developed an application based on the ASTM D6433 Pavement Condition Index determination methodology, to assess the type, severity, and extent of pavement distresses and used commercially available tools such as ArcGIS and Survey123 to set up the database, field form, web maps and web/mobile application. An ESRI ArcGIS-based dashboard was developed to display pavement attributes and condition data.

Pavement Condition Assessment – City of Chamblee, GA. The City of Chamblee, GA, responsible for about 90 miles of paved roadways, contracted KCI to perform condition assessments of these assets and capture that data electronically for future use in maintenance and asset management. Ms. O'Shea developed an application based on the Georgia Department of Transportation's Pavement Condition Evaluation System (PACES) and used commercially available tools such as ArcGIS and Survey123 to set up the database, field form, web maps, and web/mobile application.



NICHOLAS LEONE, PE, FSESCI

Right-of-Way Asset Evaluation

Mr. Leone's experience encompasses a wide range of development projects for both public and private clients at all stages of a project's life cycle. Mr. Leone's primary experience lies in geometric site layouts, pavement inspections and designs for both rigid and flexible pavements, utility design, and various rehabilitation projects. He has developed these skills and others over the course of his career working for a variety of clients such as the FAA and the U.S. Department of Defense. Mr. Leone currently serves KCI as a Project Manager and PE. He has been the PM and engineer-of-record for the rehabilitation of Ocean Reef Club's runway in Monroe County, FL. He has also served as the client manager for several Authorities, where he developed capital improvement plans, master plans, and grant applications to secure funding through both federal and state development grants. His career stretches a large geographical area and includes work on projects throughout the United States, Europe, and the Middle East.

EDUCATION

BS / Civil Engineering / University of Pittsburg
BS / Mathematics / Indiana University of Pennsylvania

REGISTRATIONS/ CERTIFICATIONS

PE / FL / 85655
PMP / 3008601
FDOT Airfield Pavement Inspection
Florida, 2018, BT-10-0004

YEARS EXPERIENCE

14

YEARS WITH KCI

1

Pittsburgh International Airport and Allegheny County Airport, Pavement Management Program - Pittsburgh, PA. Performed yearly inspections of the pavement assets at both Pittsburgh International Airport and Allegheny County Airport. Distresses for the runways, taxiways, aprons, and access roads were entered into PAVER to manage, maintain, and determine a PCI for the various segments of pavement. A Pavement Management Report was developed each year for each airport as part of the Pavement Management Program and was used as basis for determining and prioritizing pavement rehabilitations and reconstructions. The program was developed in accordance with the FAA Advisory Circular 150/5380-7A, Airport Pavement Management Program.

Allegheny County Airport Authority, Pit Old Ramp Pavement Survey - Pittsburgh, PA. Performed a visual inspection of an abandoned, older piece of pavement for the Allegheny County Airport Authority to determine its useability. The data from the inspection was then drawn in AutoCAD so that plans could be developed to quantify the repairs and establish an engineer's opinion of probable construction costs for the ramp.

Mid-Ohio Valley Regional Airport, Airfield Pavement Rehabilitation Program and Rehabilitation of Runway 3-21 - Wood County, WV. Wood County Airport Authority. Performed on-site pavement inspections for the entire airport and used the data to determine areas that were most in need of rehabilitation. Construction documents were then developed for the area and Mr. Leone provided on-site construction inspection and management at the airport.



JONATHAN GEIGER, EIT, ENV SP

Right-of-Way Asset Evaluation

Mr. Geiger has worked as an engineer-in-training on both private and government projects in Miami-Dade, Broward, and Palm Beach Counties that have involved civil site and utilities design, permitting at both the state and local levels, and construction phase services. Mr. Geiger is experienced with AutoCAD, and has experience working in the field in construction, furthering his understanding of the engineer-contractor relationship.

EDUCATION

BS / Civil Engineering / University of Central Florida

REGISTRATIONS/ CERTIFICATIONS

EIT / FL / 1100018738

Envision Sustainability Professional (ENV SP) / 39902

YEARS EXPERIENCE

7

YEARS WITH KCI

5

City of Delray Beach, Public Right-of-Way Accessibility Improvements - Delray Beach, FL. Design Engineer. Mr. Geiger was a member of the team that performed field survey within the proposed project limits. He identified the potential aboveground existing utilities in areas receiving new sidewalks including the conflicts of existing power poles and new sidewalk locations. He performed the field measurement of sidewalk attributes for ADA compliance including the longitudinal slope and cross slope with digital levels and recorded and tabulated for use in developing areas needing design for replacement. The design in certain areas required relocation of drainage structure to comply with sidewalk ADA criteria.

Loxahatchee Club Pavement, Curbing and Drainage Assessment and Recommendation - Jupiter, FL. Design Engineer. Mr. Geiger provided pavement condition assessment of all streets within the 360-acre Loxahatchee Club residential development. The scope included the inventory of streets, concrete gutters, catch basins, and the piping network that discharged into a system of interconnect lakes and outfalls. KCI's recommendations for remediation of drainage issues included the need for further review of the drainage piping system via CCTVing within the interconnecting lakes for blockage.

Covenant Living SWM Permit 5-Yr Renewal - Plantation, FL. Design Engineer. Mr. Geiger performed an inspection of the 16.3-acre property's Surface Water Management (SWM) system's condition as required by Old Plantation Water Control District. He researched the existing permit, existing as-builts and record plans along with the client's operation log and maintenance prior to performing assessment necessary to bring the permit into compliance with plans and permits. KCI observed 44 control structures, 6 headwalls, inlets, manholes, multiple grates, manhole covers, outfalls, 2 detention and retention ponds, swales, and pavement above the site's drainage pipe network.



BYRON REY

Sidewalk and ADA Compliance Evaluation

Mr. Reynolds has over eight years of experience in the private sector working on commercial development projects gaining experience with the building and planning right-of-way assets and underground systems, while concurrently preparing construction and environmental compliance documents; developing grading plans, cost estimates, and bid specifications; and providing construction oversight, environmental sampling, and site reconnaissance.

EDUCATION

BS / Civil Engineering / Florida A&M University

YEARS EXPERIENCE

8

YEARS WITH KCI

2

City of Delray Beach, Public Right-of-Way Accessibility Improvements - Delray Beach, FL. Design Engineer. Mr. Rey was a member of the team that performed field survey within the proposed project limits. He identified the potential aboveground existing utilities in areas receiving new sidewalks including the conflicts of existing power poles and new sidewalk locations. He performed the field measurement of sidewalk attributes for ADA compliance including the longitudinal slope and cross slope with digital levels and recorded and tabulated for use in developing areas needing design for replacement. The design in certain areas required relocation of drainage structure to comply with sidewalk ADA criteria.

Loxahatchee Club Pavement, Curbing and Drainage Assessment and Recommendation - Jupiter, FL. Design Engineer. Mr. Rey provided pavement condition assessment of all streets within the 360-acre Loxahatchee Club residential development. The scope included the inventory of streets, concrete gutters, catch basins, and the piping network that discharged into a system of interconnect lakes and outfalls. KCI's recommendations for remediation of drainage issues included the need for further review of the drainage piping system via CCTVing within the interconnecting lakes for blockage.

5-YR SWM Permit Renewal 1341 NW 15 Street - Pompano Beach, FL. Design Engineer. Mr. Rey performed an inspection of the 16.3-acre property's Surface Water Management (SWM) system's condition as required by Old Plantation Water Control District. He researched the existing permit, existing as-builts and record plans along with the client's operation log and maintenance prior to performing assessment necessary to bring the permit into compliance with plans and permits. KCI observed 44 control structures, 6 headwalls, inlets, manholes, multiple grates, manhole covers, outfalls, 2 detention and retention ponds, swales, and pavement above the site's drainage pipe network.



ANTHONY GREIVES

Mobile Van Data Collection Manager

Mr. Greives has been on the Data Transfer Solutions team since 2015, and he has worked in several different positions during this time period. At DTS, his positions have included MAC vehicle operator, pavement analyst and LiDAR analyst. As the Data Collection Manager, he oversees all data collection conducted via the firm's MAC fleet and addresses any issues that may arise with equipment.

EDUCATION

MS / Civil Engineering / University of Central Florida
BS / Civil Engineering / Universidad Iberoamericana

YEARS EXPERIENCE

7

YEARS WITH DTS

1

City of Orlando, Pavement Management and Right-of-Way Survey – Orlando, FL. Data Collection and Data Processing Operator. The City contracted with DTS to collect pavement data for approximately 825 lane miles of City roadways including about 55 miles of brick surface streets. DTS used MAC vehicles to collect pavement and right-of-way asset data from which PCI and other relevant information were extracted.

Harris County, Pavement and Asset Data Collection Services – Houston, TX. Asset Collection Manager. For the 12,888 lane miles of roadways maintained by Harris County, the third most populous county in the nation, DTS is currently performing a variety of road asset services. DTS is using several asset collection vehicles to capture pavement and right-of-way images to assist the County with maintaining its transportation assets. During the project, DTS will provide pavement modeling, maintenance, and rehabilitation updates and reports and also provide a sidewalk inventory including locations, photos, width, and condition rating.

City of Houston, Street Data Collection and Pavement Management Program Update – Houston, TX. Data Collection Manager. Subsequent to the successful completion by DTS of the similar three-year the City of Houston Pavement Management Information System (PMIS-Next G) project, the firm was selected by the City to carry out the four-year Street Collection and Pavement Management Program Update. For all major and local streets in the City, DTS performed a pavement survey, rated the pavement, determining the pavement width and geocoded the data. The mileage collected included more than 1,200 centerline miles of major streets and 4,900 centerline miles of local streets. Mr. Greives ensured that there were no issues with the vehicles from the DTS Mobile Asset Collection fleet involved on the project.



MARCIAL MOTA

Pavement Condition Rating

Mr. Mota is a Pavement Engineer on the Data Transfer Solutions Mobile Asset Collection and Extraction Team. Mr. Mota has more than one year of experience in rating pavement, performing Quality Assurance and Quality Control of pavement distresses, performing PCI calculations, writing pavement reports and importing pavement data into a variety of pavement management software. He is proficient in EarthShaper™, AutoCAD, MicroStation, SAS, MicroPAVER, and ArcMap. Mr. Mota is a member of the Society of Hispanic Professional Engineers.

EDUCATION

Computer Repair and Networking, New Horizons, 2008

REGISTRATIONS/ CERTIFICATIONS

Texas DOT PMIS Visual Rater Cert Flex PV. CON 111 (Asphalt), 2018

Texas DOT PMIS Visual Rater Cert Flex PV. CON 110 (Concrete), 2018

YEARS EXPERIENCE

7

YEARS WITH DTS

7

City of Plano, Pavement Data Collection Services – Plano, TX. DTS is currently collecting and rating pavement information for the City of Plano. The project involves more than 500 lane miles of collection and rating. Mr. Mota is rating pavement for the project and will assist with the final report.

City of Laredo, Pavement Management System – Laredo, TX. The City of Laredo selected DTS to provide professional engineering services to the City. The scope of the project includes the development of a fully functioning pavement management system for the City's road network to include verification of the existing road inventory, performing pavement distress surveys for more than 1,500 lane miles and evaluating, recommending and implementing an appropriate pavement management software program. Mr. Mota is a Pavement Engineer on the project team, and accordingly, he is assisting with a variety of activities including pavement rating and QA/QC.

North Tarrant Express Mobility Partners 3, Pavement Condition Survey - Northeast Tarrant County, TX. DTS recently completed this project encompassing 173 lane miles of this Texas expressway. The project involved data collection using a MAC vehicle, 100% rating of pavement, PCI score development, rutting, ride quality and friction testing. As a Pavement Engineer for the project, Mr. Mota rated pavement in conformance with Texas Department of Transportation standards.

City of Durham, Pavement Condition Survey – Durham, NC. The City chose DTS to perform this field survey of the pavement condition of the network of 720 miles of paved City-maintained streets in accordance with ASTM Standard D6433-16. In addition, DTS is collecting data regarding pavement width, type of curb and gutter and depth of gutter pan to the City's specifications. All results will be uploaded into the City's MicroPAVER pavement management system.



LEON PARKER

Right-of-Way Asset Evaluation

Mr. Parker is a Right-of-Way Asset Manager at DTS. Mr. Parker has 6 years of experience at DTS where he has served in a number of asset data positions including project collection technician, asset management specialist and production manager. His previous hands-on experience as a Mobile Asset Collection technician at DTS gives him a complete understanding of the asset data from collection through database finalization.

EDUCATION

BA / Criminal Justice / University of Central Florida

YEARS EXPERIENCE

9

YEARS WITH DTS

6

Brevard County, Pavement Condition Assessment - Brevard County, FL. QA/QC Manager. DTS provided pavement condition assessment services to Brevard County. These services include using MAC vehicles to collect geo-referenced data for the County's 1,120 centerline miles of roadway, pavement analysis and calculations, maintenance and repair strategy recommendations, condition forecasting, budget forecasting, and recommendations for appropriate pavement management software. Mr. Parker was responsible for QA/QC of the project database prior to its delivery to the client.

Harris County, Pavement Condition Survey and Right-of-Way – Harris County, TX. QA/QC Manager. Asset Inventory Utilizing its fleet of MAC vehicles, DTS collected 12,888 miles of roadway for Harris County, the county in which Houston is located. DTS provided the County with its first pavement condition survey as well as an inventory of sidewalks and ADA ramps. DTS is currently preparing final reports for each of the four precincts within the County for pavement condition evaluation including reporting on IRI, PCI, and related data. Mr. Parker served as the QA/QC manager for the right-of-way assets.

City of Topeka, Right-of-Way Imagery Collection, Asset Extraction and Inventory - City of Topeka, KS. QA/QC Manager. DTS utilized its fleet of Mobile Asset Collection vehicles to provide a pavement condition survey on the City's 1,600 lane mile network which also included collection of 166 miles of alleys. DTS provided a pavement condition survey per the ASTM D6433 methodology and delivered a final report including data on IRI, PCI, and related data. Mr. Parker was the QA/QC Manager in charge of delivering asset data for the project.

3.2.7 TAB 6

SCHEDULE

3.2.7 TAB 6 – SCHEDULE

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

KCI is proposing a preliminary schedule for four months to complete pavement condition assessment, budget scenario analysis, development of five-year program, sidewalk and ADA ramps compliance evaluation from the notice to proceed. For additional asset collection, we are proposing another three months after the completion of pavement and sidewalk services. We have an outstanding record completing projects similar in size and scale on time and within budget. We will deploy experienced personnel and resources necessary to complete the project within the specified time provided by the City. If inclement weather becomes a significant issue affecting the pavement data collection efforts, our team has the capacity to mobilize additional MAC vehicles and field crews to remain on schedule.

Description of Activities	2022-2023			
	Oct 22	Nov 22	Dec 22	Jan 23
Project Initiation Meeting				
Mobile Data Collection and Image Capture				
Sidewalk Condition and ADA Compliance Evaluation				
Ramps Condition and ADA Compliance Evaluation				
Pavement Inspection and PCI Calculation				
Presenting PCI Results to the City				
Pavement Repair Analysis, Budget Scenarios and Optimization				
5 -Year Program Development				
Final Report and Presentation				
Pavement Management Software Training and Support				

Additional Asset Collection	2023		
	Jan 23	Feb 23	Mar 23
Pavement Marking Inventory and Conditions			
Traffic Signage Inventory and Conditions			
Stormwater, and Water/Sewer Infrastructure Inventory			
Tree Inventory and Conditions			
Streetlights Inventory and Conditions			

3.2.7.2 Indicate the earliest available start date for your project team.
Our project team will be available within two weeks from notice to procced.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.
KCI will complete the pavement, sidewalk, and ADA ramps related services by four (4) months from the notice to proceed. KCI will complete the additional asset collection services in another three (3) months as mentioned in the schedule.

3.2.8 TAB 7

PRICING OF SERVICES

3.2.8 TAB 7 – PRICING OF SERVICES

3.2.8.1 Fee basis should be an all-inclusive, base fee.

KCI's lump sum price for the project is shown in the following table. All prices include labor, overhead, travel, two year user license of the pavement management software, and other direct costs. KCI will submit invoices based on percent complete, and all invoices require payment to be made within 30 days of receipt of our invoice. Based on RFP Pre-Bid Meeting, the City has about 35 miles of sidewalks. Our preliminary investigation shows that the City has about 500 ADA ramps. The price provided below is based on these assumptions. KCI will charge on a prorated basis for additional ADA ramps, sidewalk inventory, and condition assessment services. For the streetlights inventory and condition assessment, both day and night times inspection will be performed.

Task	Description	Fee
1	Project Setup - Project set-up, GIS centerline file review, project initiation, mobilization & Project Management	$ 14,390.00
2	Mobile Data Collection and Image Capture for City Streets	$ 10,700.00
3	Pavement Condition Rating - Pavement Inspection and PCI Calculation	$ 14,097.00
4	Pavement Repair Analysis, Budget Scenarios and Optimization, 5 -Year Program Development	$ 20,175.00
5	Final Report, Presentation, Pavement Management Software Training, and Support	$ 18,807.00
6	Sidewalk and ADA Ramps Condition and ADA Compliance Evaluation	$ 59,788.00
7	Directs (PAVER/StreetSaver License, Hard Drives, Meals)	$ 4,150.00
	Total for Pavement, Sidewalk, and ADA Ramps related Services =	**$ 142,107.00**
	Additional Asset Collection	
8	Pavement Marking Inventory and Conditions	$ 4,750.00
9	Traffic Signage Inventory and Conditions	$ 9,025.00
10	Stormwater, and Water/Sewer Infrastructure Inventory	$ 12,825.00
11	Tree Inventory and Conditions	$ 8,835.00
12	Streetlights Inventory and Conditions	$ 21,850.00
	Total for Additional Asset Inventory and Condition Assessment =	**$ 57,285.00**
Total for Pavement, Sidewalk, ADA Ramps, and Additional Asset Collection		**$ 199,392.00**

any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 22-0912200

PRICE PROPOSAL FORM

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $ 199,392.00

SUBMITTED THIS 19 DAY OF September 2022.

BID SUBMITTED BY:

KCI Technologies, Inc.	(410) 527-4415
Company	Telephone Number
Heidi Hammel, GISP, PMP, ITIL	N/A
Name of Person Authorized to Submit Bid	Fax Number
Heidi Hammel	heidi.hammel@kci.com
Signature	Email Address
Vice President	
Title	

3.2.9 TAB 8

REFERENCES

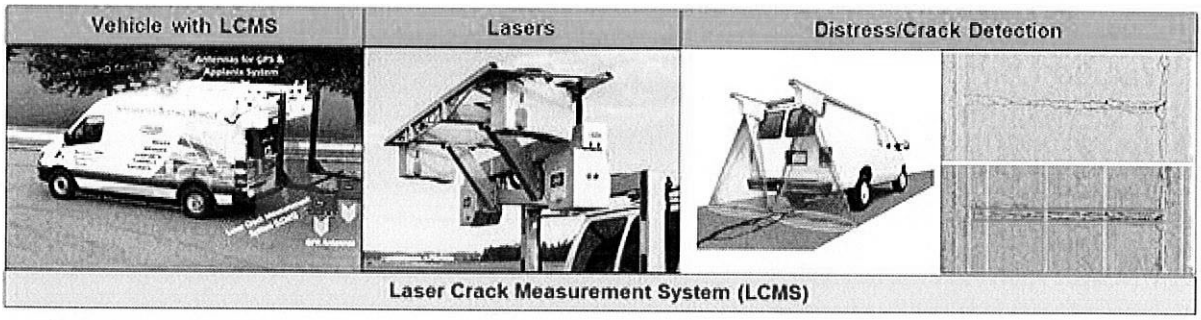
3.2.9 TAB 8 – REFERENCES

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

The KCI team is dedicated to providing quality, responsive services to the City of Opa-Locka. At KCI, we feel that the best measure of our performance is client satisfaction and our relationship with our clients. The client references below can attest to the performance of KCI and our key personnel. We encourage the City of Opa-Locka to discuss with these clients the capabilities of our firm and proposed staff members.

PAVEMENT CONDITION RATING AND 5-YEAR CIP DEVELOPMENT

City of Milford, DE



Project Overview

The City of Milford Department of Public Works engaged the KCI Team to help them implement a Pavement Management System (PMS). The City desired to have a system to record historical pavement condition data and develop a five-year capital improvement plan objectively, which motivated the City to invest in new, industry-standard, pavement management system implementation. In addition, the City desired to implement a comprehensive asset management program to strengthen business and infrastructure decision-making and provide defined levels of service to customers. This project aimed to ensure the organization's future readiness through strategic planning and documentation.

Pavement Condition and Thickness Data Collection

KCI collected geo-referenced images of the entire City's roadway network using the Digital Survey Vehicle (DSV) DSV equipped with the LCMS and Ground

Penetrating Radar (GPR). Each image is linearly referenced with the DSV's onboard distance measuring instrument (DMI) and associated global positioning system (GPS) coordinates.

CONTACT
James Puddicombe
(302) 422-1110 x 1108
jpuddicombe@milford-de.gov

Pavement Condition Index (PCI) Determination

KCI conducted the pavement assessment based on the ASTM D6433 PCI Surveys methodology, to determine the PCI value for each pavement section. KCI established a database of pavement conditions, including PCI for each street on a scale from 0 (poorest) to 100 (excellent). KCI recommended annual maintenance and rehabilitation activities budgets, assuming different conditions/budget scenarios. KCI established proper rehabilitation and preventative maintenance strategies, including appropriate treatments such as slurry seal, chip seal, overlay, and complete reconstruction. In a five-year forward capital plan, KCI provided estimated costs for the recommended improvements. The final report also included a condition analysis, different levels of investments, and recommendations on pavement preservation.

DELRAY BEACH – PUBLIC RIGHT-OF-WAY ACCESSIBILITY IMPROVEMENTS

Delray Beach, FL



Project Overview



The project included the addition of missing sidewalk segments and correction of the existing ADA deficiencies, as identified in the City's ADA Self-Evaluation and Transition Plan, for 15 streets, approximately four miles in length. The primary purpose of this project was to bring ADA deficient segments of sidewalks, intersections, driveways, and curb ramps into compliance. Sidewalks that were not ADA compliant will be replaced in kind, where feasible. Areas, where entire sidewalk sections need reconstruction, will be replaced with the City's latest standard details. In areas where there was no existing sidewalk, a new sidewalk will be installed as per the City's latest standard details.

KCI provided design survey services, primarily in areas missing sidewalks. Right-of-way lines were established from plat information without the benefit of title search, where a new sidewalk was added.

KCI performed initial public outreach involvement, providing a project announcement flyer for mailout to all property owners fronting streets requiring improvements.

Field reconnaissance within the proposed project limits was performed. A photograph log of the project walk-through was included. In addition, potential aboveground existing utilities were identified in areas receiving new sidewalks. Conflicts between existing power poles and new sidewalk locations were identified. Every existing sidewalk flag was field measured for ADA compliance for longitudinal slope and cross slope with digital levels and was recorded and tabulated for use in developing areas needing a design for replacement. The design in certain areas required red relocation of drainage structure to comply with sidewalk ADA criteria.

KCI reviewed existing profiles at right-of-way lines and compared them to the adjacent edge of pavement elevations but only in areas receiving new sidewalks. Where a new sidewalk was to be constructed, KCI analyzed the locations of existing hedges, fences, landscape, and hardscape to determine the potential impact and need for relocation and provide written documentation of conflicts. KCI's design included reconstruction of ADA deficient driveways, as identified in ADA Transition Plan within the existing right-of-way. Typical cross sections were developed for a variety of conditions encountered by red up to two sections per street.

Sidewalks at intersections were designed to meet ADA criteria using truncated dome surfaces at street crossings. The design also meandered sidewalks, where necessary, around objects such as powerlines or substantial landscaping that will remain in place with close coordination with City staff.

KCI provided design for the development of construction working drawings to be part of bid documents to be advertised for competitive bidding. Plans were prepared at the 50% and 100% design phase. Technical specifications were also part of the bid documents. KCI also prepared an Engineer's Opinion of Probable Cost.

CONTACT
Denis Placide, Project Manager
(561) 243-7346
placided@mydelraybeach.com

PAVEMENT DATA COLLECTION

Seminole County, FL



Project Overview

DTS performed multiple, phased pavement data collections for the County. DTS worked with Seminole County to conduct a pavement condition survey as well as integrating the data into the County's pavement management system. Seminole County divided its network into thirds and DTS collected 500 to 700 miles each year over a three-year period. DTS also imported the data into the County's PAVER database.

CONTACT
Michael Garcia
(407) 665-5674
omgarcia@seminolecountyfl.gov

PAVEMENT CONDITION ASSESSMENT

Brevard County, FL



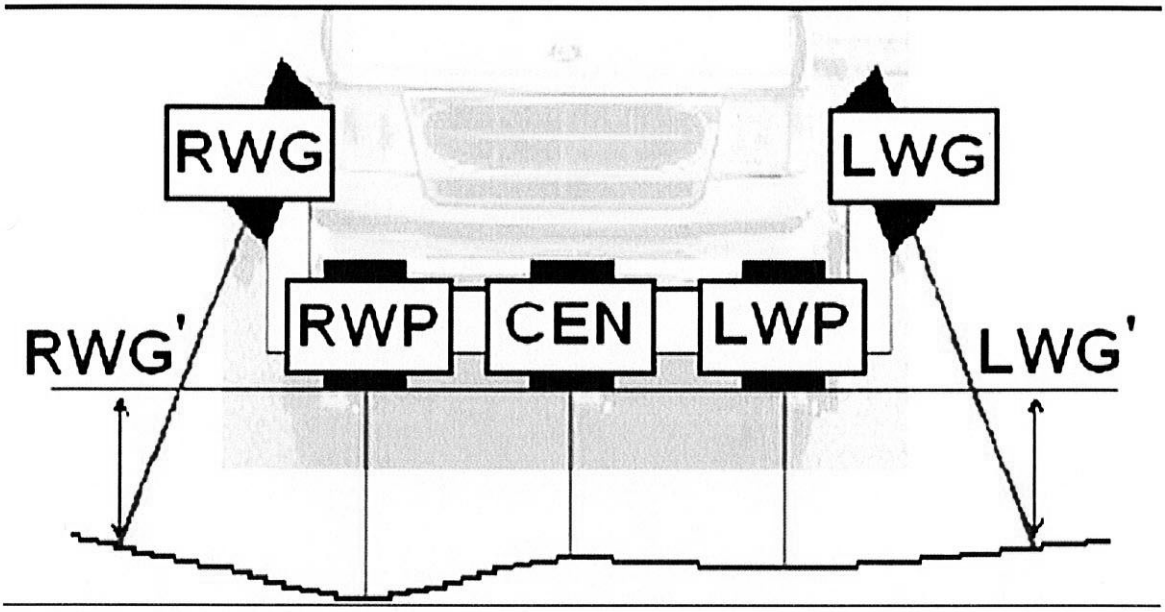
Project Overview

DTS performed a pavement condition assessment on 1,120 centerline miles of County-maintained roads in the County in accordance with ASTM D6433. The pavement condition assessment services DTS provided to Brevard County included using Mobile Asset Collection vehicles to collect geo-referenced data for the County's roadways, pavement analysis and calculations, maintenance and repair strategy recommendations, condition forecasting, budget forecasting and recommendations for appropriate pavement management software. Two additional years of regression of the PCI was also completed.

CONTACT
Chris Ireland
(321) 350-8311
christopher.ireland@brevardfl.gov

PAVEMENT CONDITION INDEX

City of Altamonte Springs, FL



Project Overview

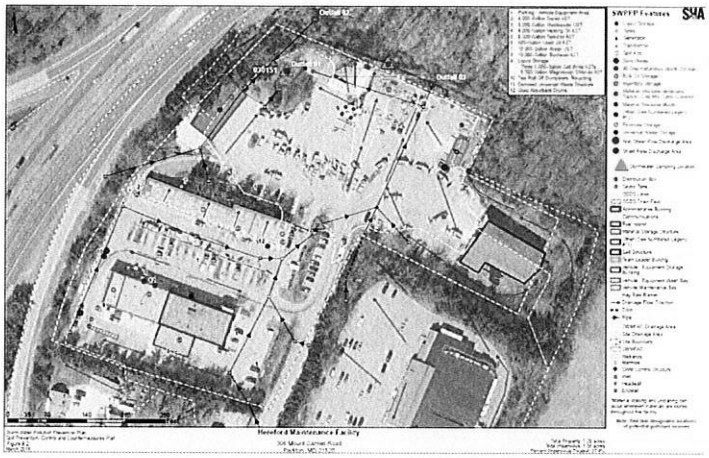
DTS utilized one of our Mobile Asset Collection vehicles to drive the 98 lane miles of roads maintained by the City of Altamonte Springs and provide a Pavement Condition Index in accordance with ASTM D6433 standards. Additionally, the DTS team utilized an off-road vehicle to collect and rate the 54 lane miles of unpaved roads within the City limits. All pavement widths within the City were verified and all data was delivered in an Esri GIS format with corresponding metadata.

CONTACT
Lone "Trey" Sisk
(407) 571-8572
tsisk@altamonte.org

STORM DRAIN INVENTORY PROGRAM

Prince George County, MD

KCI Technologies has been supporting the Prince Georges County DPW&T's storm drain inventory program since January of 2019. In January of 2019 the KCI team was asked to take over for another prime consultant that was not meeting expectations. KCI was scoped to update the current inventory and condition assessment criteria and workflows to perform inventory of stormwater assets, develop a data collection application for storm drain compilation, locate and map stormwater assets, and perform a condition assessment of stormwater features. To support with these efforts KCI included sub-consultant CEM to assist, who were involved in the original effort as a sub-consultant to another prime consultant. For that original effort CEM performed the field tasks above expectations, but the prime consultant did not meet expectations for the development of the full storm drain inventory program. Below is a list of tasks that the KCI team has completed, and continues to complete, under three tasks since January 2019; many of these tasks are ongoing and require continuous updates and enhancements based on lesson's learned, utilization of the SOPs and application / tools, and changes to ESRI platforms.



- Our team updated and enhanced the SOPs and data collection / management workflows used during the storm drain compilation. The SOPs outline the steps for **performing the storm drain inventory and condition assessment, the hardware and software requirements, data management, post processing of data, and quality control**.
- KCI developed the storm drain database schema and data dictionary that defines the feature classes, tables, attributes, relationships, and domains that will be utilized during the storm drain inventory and assessment process.
- Developed the necessary features and back-end database for use in ArcGIS Collector which allows field teams to collect or modify storm drain inventory geometry and attribute information.
- our KCI and CEM teams have performed **field inventory and condition assessment of more 25,000 storm drain structure** and pipes over the past 1.5 years.
- KCI performed an analysis of field-verified inlet features to determine which met the criteria for cleaning. The resulting inlets features were published to the PG NPDES Portal and included in a web map. This web map will be used by field crews to indicate which inlets have been cleaned.

CONTACT
Ms. Elizabeth Faye Miller
(301) 883-5600
emmiller@co.pg.md.us

3.2.10 TAB 9

ADDITIONAL FORMS

3.2.10 TAB 9 – ADDITIONAL FORMS

Please refer to the following pages for all the following required forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-verify

RFP NO. 22-0912200
PROPOSER QUALIFICATIONS

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: KCI Technologies, Inc.

   Address: 1425 W Cypress Creek Road, Suite 101

   City, State, Zip: Fort Lauderdale, FL 33309 Phone/Fax: (954) 776-1616

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 1955 State in which Incorporated: Delaware

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 04/19/1989

5. **Name and Title of Principal Officers** **Date Elected:**

   The following pages shows KCI's list of Principal Officers

6. The length of time in business: 67 years

7. The length of time (continuous) in business as a service organization in Florida:
   33 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months. N/A

9. A copy of County and/or Municipal Occupational License(s) See following pages for licenses.

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding*

KCI HOLDINGS, INC./KCI TECHNOLOGIES, INC.
OFFICERS AND DIRECTORS - 2022

Term of office for Directors is one-year and are appointed or re-appointed and elected by Trustees at their Annual Stockholders Meeting every December.
Term of office for Officers is "perpetual" until change of status as determined by Board of Directors or when employment is terminated.

Title	Employee Name	Date of Current Office	Business Address
Chairman of the Board/CEO	Nathan J. Beil**	12/14/2021	936 Ridgebrook Road, Sparks, MD 21152
President/COO	Christopher J. Griffith**	06/10/2021	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President, CFO and Treasurer	Christine Y. Koski	06/07/2022	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President	G. Scott Lang	10/21/2016	936 Ridgebrook Road, Sparks, MD 21152
Executive Vice President	Charles A. Phillips Jr**	12/14/2021	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	Garland Galm	11/29/2021	11550 IH-10 West, Suite 395, San Antonio, TX 78230
Senior Vice President	Bryan Lawson	12/15/2017	4041 Crescent Park Drive, Tampa, FL 33578
Senior Vice President	Gary Mryncza	10/21/2016	500 11th Avenue North, Suite 290, Nashville, TN 37203
Senior Vice President	Bill Roberts	12/14/2021	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	Daniel Scott Riddle**	10/18/2019	936 Ridgebrook Road, Sparks, MD 21152
Senior Vice President	Barry Schoch	10/31/2017	5001 Louise Drive, Suite 201, Mechanicsburg, PA 17055
Senior Vice President/Corporate Secretary	Bayne E. Smith	12/15/2017	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Laurie Arensdorf	05/19/2015	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Robert Atkinson	08/21/2018	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	Nicholas Barrick	12/15/2020	11830 West Market Place, Suite F, Fulton, MD 20759
Vice President	Stephanie Barrows	12/14/2021	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Kathy Berek	12/14/2021	11900 West Parmer Lane, Suite 105, Cedar Park, TX 78613
Vice President	Peter Bourne	08/21/2018	1352 Marrows Road, Ste. 100, Newark, DE 19711
Vice President	Deborah Boyd	12/13/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Mehmet Boz	06/19/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Michael W. Burcham	06/03/2014	1352 Marrows Road, Suite 100, Newark, DE 19711
Vice President	Eric Burgess	06/06/2017	3014 Southcross Boulevard, Rock Hill SC 29730
Vice President	Steven Cumor	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Shawn Davis	12/14/2021	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	James Deriu	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	David J. Eberspeaker	05/19/2015	3014 Southcross Boulevard, Rock Hill, SC 29730
Vice President	James Fitz Morris	06/06/2017	9711 Southern Pine Boulevard, Suite A, Charlotte NC 28273
Vice President	Erick Fry	12/12/2017	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Vice President	Adam Gardner	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Kyle Gass	11/29/2021	11550 IH-10 West, Suite 395, San Antonio, TX 78230
Vice President	James M. Gellenthin	02/09/2015	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Dawn Green	11/29/2021	11550 IH-10 West, Suite 395, San Antonio, TX 78230
Vice President	Larry Gregory	10/17/2016	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097

KCI HOLDINGS, INC./KCI TECHNOLOGIES, INC.
OFFICERS AND DIRECTORS - 2022

Title	Employee Name	Date of Current Office	Business Address
Vice President	Heidi Hammel	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Wes Hulsey	6/26/2020	106 Clair Drive, Piedmont, SC 29673
Vice President	Joel S. Keels	10/30/2007	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Dana Knight	02/06/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jim Lofft	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Robert Macoy	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Susan Miller	10/17/2016	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Arch Noha	08/21/2018	5301 Nottingham Drive, Suite 110, White Marsh, MD 21162
Vice President	George Peck	11/29/2021	11550 IH-10 West, Suite 395, San Antonio, TX 78230
Vice President	George Perdikakis	05/26/2009	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Joseph J. Pfeiffer, Jr.	12/15/2000	300 2nd Street North, Suite 350, La Crosse, WI 54601
Vice President	Liz Phipps	10/17/2016	4505 Falls of Neuse Road, Suite 400, Raleigh, NC 27609
Vice President	Randell Prescott	12/10/2019	4041 Crescent Park Drive, Tampa, FL 33578
Vice President	Kerry B. Rexroad	03/22/1996	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Adam Rickey	08/21/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Jeanne Ruthloff	02/23/2021	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Randy Seaver	12/15/2020	2610 Rochester Road, Cranberry Township, PA 16066
Vice President	James H. Shumaker	12/15/2000	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Andrew Smith	02/06/2018	936 Ridgebrook Road, Sparks, MD 21152
Vice President	Scott Stockburger	10/17/2016	5021 Lakawana Street, Suite 501, Dallas, TX 75247
Vice President	John Walsh	12/14/2021	9711 Southern Pine Boulevard, Suite A, Charlotte, NC 28273
Vice President	Mary C. Wiedorfer	12/17/2013	122 C Street, NW, Suite 500, Washington, DC 20001
Vice President	Khalil Zaied	02/06/2018	936 Ridgebrook Road, Sparks, MD 21152
Senior Associate & Assistant Secretary	Bruce Reed	02/07/2019	1425 W Cypress Creek Rd, Suite 101, Ft Lauderdale, FL 33309
Director	Holly Painter**	12/14/2021	2160 Satellite Boulevard, Suite 130, Duluth, GA 30097
Director	Kenneth H. Trout**	03/02/1999	936 Ridgebrook Road, Sparks, MD 21152
Director	William Jews**	12/15/2009	936 Ridgebrook Road, Sparks, MD 21152
Director	Barnie Beasley**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152
Director	Courtney Beamon**	12/10/2019	936 Ridgebrook Road, Sparks, MD 21152

** Member of the Board of Directors

State of Incorporation: Delaware
FEIN #52-1604386
Date of Incorporation: 12/15/88

Revised 06/07/2022

010428

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7275887

BUSINESS NAME/LOCATION
MOSHIER MARK JAMES PE
5835 BLUE LAGOON DR UNIT 303
MIAMI FL 33126

RECEIPT NO.
RENEWAL
7564047

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
MOSHIER MARK JAMES PE
C/O KCI TECHNOLOGIES INC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
PE32016

PAYMENT RECEIVED BY TAX COLLECTOR
$100.00 07/21/2021
INT–21–349197

1

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

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

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

010427

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7275885

BUSINESS NAME/LOCATION
KCI TECHNOLOGIES INC
5835 BLUE LAGOON DR UNIT 303
MIAMI FL 33126

RECEIPT NO.
RENEWAL
7564045

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
KCI TECHNOLOGIES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
CA4898

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 07/21/2021
INT–21–349197

Employee(s) 9

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

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

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

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature Heidi Hammel

Printed Name Heidi Hammel, GISP, PMP, ITIL

CITY OF OPA-LOCKA
RFP NO. 22-0912200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Heidi Hammel, GISP, PMP, ITIL (Name) the Vice President (Title/Position) of KCI Technologies, Inc. (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

09/19/2022 Heidi Hammel

Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Heidi Hammel, GISP, PMP, ITIL **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Officer (Owner, Partner, Officer, Representative or Agent) of KCI Technologies, Inc. the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Heidi Hammel
Signature

Heidi Hammel, GISP, PMP, ITIL - Vice President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

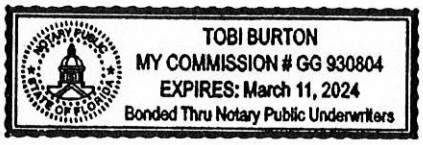
I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Heidi L Hammel, GISP, PMP, ITIL

Title: Vice President

Sworn and subscribed before this

7th day of September, 20 22



Tobi Burton

Notary Public, State of Florida

Tobi R. Burton

(Printed Name)

My commission expires: March 11, 2024

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

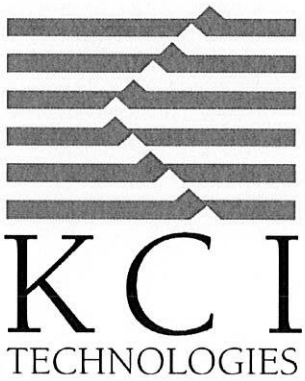
Company Name: KCI Technologies, Inc.

Authorized Signature: Heidi Hammel

Print Name: Heidi Hammel, GISP, PMP, ITIL

Title: Vice President

Date: 09/19/2022



1425 W Cypress Creek Road
Suite 101
Fort Lauderdale, FL 33309

Infrastructure Management Services

Request for Proposals (RFP) for

Pavement, Sidewalk, and Additional City Assets Condition Assessment

RFP No. 22-0912200



September 19, 2022

City of Opa-Locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

IMS Infrastructure Management Services, LP | 8380 S Kyrene Road, Suite 101 | Tempe, AZ 85284 | (480) 839-4347
IMS Contact: Dan White
imsanalysis.com

3.2.2 Tab 1 – Table of Contents

3.2.3 Tab 2 – Letter of Transmittal 1

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3.2.6 Tab 5 – Experience and Qualifications 18

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3.2.3 Tab 2 – Letter of Transmittal

September 19, 2022

City of Opa-Locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

Dear Selection Committee,

IMS Infrastructure Management Services, LP is pleased to submit our proposal in response to the City's solicitation for pavement management, sidewalk and asset management services. IMS is an industry leader with 37 years of pavement and asset management experience. Since our founding in 1985, we have provided services like those requested by the City to more than 1,000 municipalities across the United States. **Collectively, the IMS engineering team brings more than 350 years of pavement and asset management experience to the table.** Over the past three years alone, we have provided similar services to more than 15 municipalities across Florida, and we are currently working with the Sanford, Deltona, and Volusia City to update their pavement condition data and management systems this year.



Members of the IMS Engineering and Technical Teams at our most recent "Pavement and Asset Management" in-service training week.

IMS brings specialized experience related to the scope of work requested by the City. The IMS team can offer an innovative approach to data collection and data analysis through a phased approach to ensure that the schedule and costs are managed. The proposed project team regularly works with each client to determine what the agency wants and needs from this type of project. IMS will not require or recommend a service that will not provide a benefit to the City.

We look forward to the opportunity to build a partnership with the City and introduce our state-of-the-art 3D pavement imaging technology that we complement with our industry-leading QC/QA program to ensure the highest quality pavement condition data. We understand the City's needs for a practical, easy-to-use interface along with needed analysis and project formulation capabilities, and our team consists of several pavement management software experts. In fact, members of the IMS team worked on the development of PAVER, our recommended software, for more than a decade, and our team members have implemented PAVER and other 3rd party software for hundreds of agencies across the United States and around the world.

Our project team remains active throughout Florida via project work and industry organizations, and our parent company is located in Largo, FL. Based on our previous project work throughout the state and our practical experience implementing several pavement and asset management software solutions, the IMS team is confident that we will be able to work with the City to cost-effectively implement this pavement management and sidewalk management system.

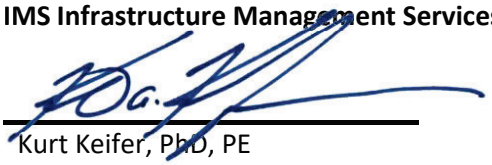
While IMS has been operating in Florida for over 25 years, it is worth noting that the IMS team has grown significantly in the past decade, both in staffing and equipment. **We have added six pavement engineers and nine GIS analysts to our team along with five state-of-the-art Road Surface Testers (RST) equipped with the latest 3D Laser Crack Measurement System (LCMS-2) technology. We have also added Fast Falling Weight Deflectometer (FastFWD) pavement structural testing equipment along with mobile Lidar technology for asset inventories and ADA sidewalk and ramp compliance surveys.** The combination of our larger technical team and fleet of testing equipment provides IMS with greater capacity and redundancy for completing larger projects in a timelier manner.

We are confident that IMS will be an ideal partner to ensure that the City achieves its project goals, given our successful delivery of similar projects, our significant regional experience, and our possession of the largest fleet of advanced pavement data collection systems in the United States. Thank you for this opportunity to submit our proposal. My colleagues and I truly look forward to working with the City's team on this project!

The official contact person for any questions regarding our submission is my colleague Mr. Dan White, who serves as our Client Services Manager for the State of Florida. Dan may be contacted by phone at (480) 839-4347 or by email at dwhite@imsanalysis.com. Dan and I will participate in contract negotiations, and as President, I am authorized to sign this letter and any contracts. I acknowledge that the contents of this proposal are true and accurate, and that IMS can meet the requirements of this RFP, including but not limited to, insurance, and licensing requirements. IMS accepts addendum number 1 and number 2. It is the intent of IMS to execute an agreement with the City should our response be selected.

Regards,

IMS Infrastructure Management Services, LP



Kurt Keifer, PhD, PE
President | Principal Engineer

3.2.4 Tab 3 – General Information

3.2.4.1 Name of Business: IMS Infrastructure Management Services, LP

3.2.4.2 Mailing Address and Phone Number: 8380 South Kyrene Road, Suite 101, Tempe, AZ 85284 (480) 839-4347

3.2.4.3 Contact for Information and Services: Dan White, Client Services Manager | (847) 481-6322 | dwhite@imsanalysis.com

3.2.4.4 Normal Business Hours: 8:00 am to 5:00 pm Arizona Standard Time

3.2.4.5 Business Status: IMS Infrastructure Management Services, LP is a Delaware limited partnership and owned 100% by International Cybernetics Company, LP (a Delaware limited partnership). IMS does business within the United States and Canada.

3.2.4.6 Date IMS was Organized and Where: IMS Infrastructure Management Services, LP was incorporated in Delaware on May 26, 2022. IMS Infrastructure Management Services, LP was formed in 1985 and is a wholly owned subsidiary of International Cybernetics Company, LP with the purpose of maintaining its historical customer base, history, and market segment. IMS fully executes its own contracts and operates as its own functioning business unit. ICC is the sole limited partner of the limited partnership, holding 99.9% interest in IMS.

3.2.4.7 Location: IMS is located at 8380 South Kyrene Road, Suite 101, Tempe, AZ, 85284. IMS employs 49 employees at this office.

3.2.4.8 Business Type: IMS is a subsidiary of International Cybernetics Company, LP, headquartered in Largo, Florida.

3.2.4.9 Florida Business License Status: IMS Infrastructure Management Services, LP is currently in a transitionary stage with the Florida Division of Corporations (SunBiz) and Department of Business and Professional Regulation (DBPR).

Due to an extended waiting period to convert our entity from IMS Infrastructure Management Services, LLC, the State has maintained our active status through that entity.

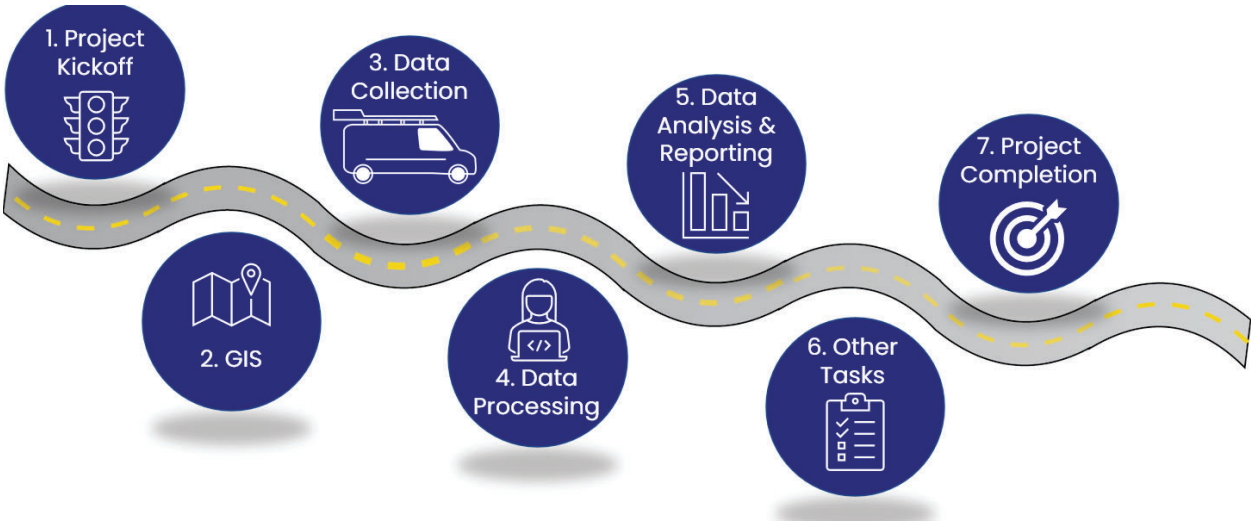
3.2.5 Tab 4 – Project Approach

IMS is proposing a phased approach to the City's project:

- Phase 1 – Pavement condition survey and M&R analysis and reporting
- Phase 2 – PAVER implementation (optional)
- Phase 3 – Development of GIS databases to inventory right of way assets
- Phase 4 – Detailed sidewalk and ramp assessment.

Phase 1: Pavement Condition Assessment

The IMS project approach for pavement condition and asset inventory projects typically follows the seven steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



IMS assigns seasoned pavement engineers as the project managers for all our projects. We believe it is imperative that the project manager have the requisite technical and domain knowledge – as well as practical project management experience – to lead the team. Our project management process is based on thorough planning, proactive management of schedules, and constant communication. The result of effective project management is higher quality with respect to project deliverables and satisfied stakeholders.

Kickoff Meeting

IMS has standardized a project approach based upon our 37 years of pavement management experience and the subsequent lessons learned after performing hundreds of projects. Detailed conversations with our clients allow us to tailor a solution to the specific needs of an individual municipality.

A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for this project as well as the specific data needs for the City. Through this project initiation process, we will prepare the project plan for overall implementation. The plan includes:

- Contacts and stakeholders

- Measurable tasks and milestones
- Project approach and specific data collection methods
- Allocation of resources, including personnel and equipment
- Deliverables and schedule
- Performance and schedule risks

We will ensure that the plan remains current with any further data needs. Our Project Initiation Form and GIS Setup Form are part of our process, where the outcome will include a final project plan and an approved schedule in collaboration with the City's staff and stakeholders. This plan is established before any data collection begins. Project requirements are incorporated in the two project success documents. The project success documents ensure transparency and act as a reference point to ensure all stakeholders are accounted for and involved.

GIS Survey Mapping

Our data collection plan relies on a complete and up to date GIS street centerline. Shortly after the kick-off, our Esri GIS experts will review and update the City's street centerline data to ensure there is an accurate inventory of streets to be surveyed. City review of the centerline data is a critical path activity to ensure timely and accurate data collection. Once the inventory is confirmed by the City, the IMS team will prepare the GIS maps that guide field data collection.

IMS will produce survey maps to clearly indicate where our equipment will travel to collect data. While we would expect the City's GIS environment to be highly accurate, we find it valuable to ensure that we are aware of exactly which roads are included in the project and that we discuss how to proceed with roads, such as private roads that should not be collected. Any questions regarding the roadway network will be resolved prior to data collection. IMS will also confirm the linkage of the road segmentation to the City database and GIS, using the customer defined existing road segments.

Quality Management Plan (QMP)

Based on discussions with the City during the project initiation and kickoff meetings, IMS will develop a project-specific version of our standard QMP for this project. The plan will address the following:

Phase 1. Project Planning – Before Data Collection

- Project team and schedule
- Equipment calibration and control sites
- Rater calibration

Phase 2. Project Execution – During Collection & Processing

- Fast-tracked data collection, processing, and reporting
- Production data collection and processing
- Routine equipment inspection and calibration

Phase 3. Data Delivery – Post Data Processing

- City acceptance and corrective action procedures



IMS' standard Quality Management Plan (QMP) document that is customized for each project.

- Final data review
- Database delivery and technical memo

Our final QMP plan will consist of these elements, all of which will be formalized prior to data collection.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using one of our RSTs equipped with LCMS-2 3D pavement imaging technology. Pavement surface distresses including load cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as right-of-way imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity. The data and imagery that is collected is then linked to the City's existing GIS data.

The LCMS-2 system is the highest resolution 3D pavement scanning technology available. Each LCMS-2 system relies on two downward-facing, high-resolution 3D cameras. Combined, the two 3D cameras capture continuous downward imagery for more than a standard lane width. The cameras are coupled with downward-facing lasers that provide constant and consistent illumination of the pavement surface regardless of ambient lighting conditions. The impacts of shadows from trees, buildings, or simply overcast sky conditions are eliminated by the laser illumination.



IMS Road Surface Tester (RST) equipped with Laser Crack Measurement System (LCMS-2)
(Note: IMS has five RST LCMS-2 equipped systems dedicated to municipal pavement management.)

The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph. Due to the versatility of the LCMS-2 technology, the automated pavement condition survey will be performed at posted speeds, and traffic control will not be necessary for the data collection effort. Pavement data collection and imagery surveys are expected to progress at a rate of between 30 and 50 miles per day for the City.

The IMS team then processes the collected data using a combination of advanced analytical tools and rigorous, manual QC/QA performed by IMS' certified Pavement Condition Index (PCI) raters to determine accurate and repeatable PCI values for each roadway segment. Furthermore, we deliver our PCI ratings and supporting data (distress information, rutting, and IRI values) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision making or be imported into any pavement management system.



IMS' customizable touchscreen NOMAD™ interface for entering notes and supplemental field data.

Any distresses that are not captured by the automated LCMS-2 system will be captured by our trained in-vehicle distress raters. The automated data is supplemented by information collected by the second crew person in the van using a mobile mapping solution known as NOMAD™. The NOMAD™ file format is part of IMS' unique approach to pavement condition surveys. The NOMAD™ files contain useful information for our field crews, including direction routing information and one-pass versus two-pass data collection instructions, and allow our trained field staff to capture additional condition and inspection information that is used by our QC/QA team to validate condition data.

During data collection, IMS implements routines that are performed each day of data collection to ensure data consistency. These include:

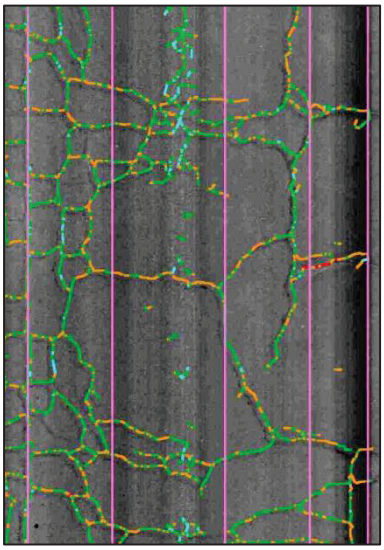
- Equipment is calibrated, and daily reports are completed.
- All sensors are continually monitored to ensure they are receiving data within specification.
- The Crew Chief and operator manually monitor the HD digital images, GPS, distress recorder, roughness measurements, and rutting data.
- Each street is noted on the inventory and map, as well as through GPS and assignment of the RST van number.
- Production is tracked and records of coverage are documented.
- A corrective action plan is followed, as necessary.
- All data is backed up and sent to the IMS main office for processing.

ASTM D6433 Pavement Condition Evaluation

During and following the data collection effort, our team will evaluate all collected pavement imagery and surface measurements to arrive at Pavement Condition Index (PCI) values. This is a six-step process that includes the following tasks:

1. **RoadInspect™ Pavement Distress Detection** – Cracks, rutting, and other pavement distresses are automatically detected in both the 2D and 3D pavement images. IRI values are also calculated at this time. *(Note: The RoadInspect™ software was developed by Pavemetrics, the firm that manufactures the LCMS-2 technology.)*

2. **IMS Pavement Distress Classification** – Pavement distresses detected by the RoadInspect™ software are then classified by type (e.g., alligator cracking, bleeding, edge cracking, etc.) and severity (e.g., low, medium, or high) based on predefined criteria (e.g., ASTM D6433). IMS has created a suite of custom tools that include rule-based algorithms in conjunction with artificial intelligence to accurately classify pavement distresses.
3. **IMS PCI Calculation** – Pavement distress data is imported into IMS' PCI calculation software, and PCI values are determined for each roadway segment using a scale from zero (0) to one hundred (100) as defined in ASTM D6433.
4. **IMS Quality Control (QC)** –The IMS project manager then does a review of the data and works with the QC team lead to address any issues that may be identified.
5. **IMS Quality Assurance (QA)** – The IMS project QA Manager independently reviews the rated data and works with our Project Manager and QC team to correct any issues observed.



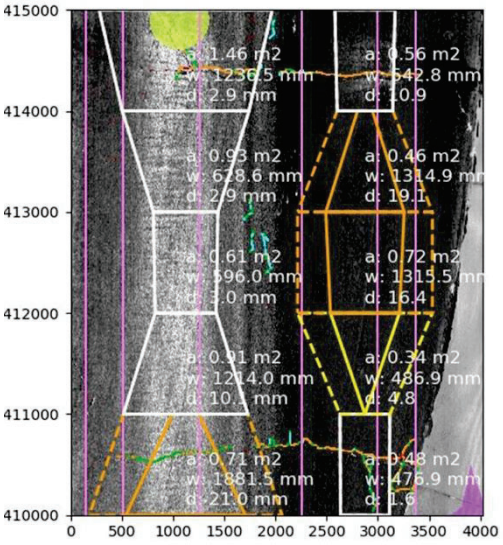
LCMS-2 cracking data in QC/QA review stage.

6. **Client QA** – The IMS Project Manager reviews the findings of the pavement condition data with City staff before beginning any analysis or reporting activities. IMS will present the pavement condition data in a Client Review Spreadsheet (CRS) along with maps illustrating pavement conditions for the client to independently review.

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the vans drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability.

Once all the transverse profiles are collected for a roadway, IMS uses the Brazilian Method, which is an industry standard method, to determine the rut area and the deepest (or maximum) rut depth for the profiles. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Red represents high severity rutting, while orange represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.



Rut area and severity levels shown on the LCMS-2 composite image.

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). This roughness is typically reported via the International Roughness Index (IRI). IRI data is calculated in real time

from continuous longitudinal profile data collected by the LCMS-2's 3D profile device. To determine the road profile, data is simultaneously obtained from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed 3D laser sensors operating at 112 MHz, and an accelerometer in compliance with ASTM E 950. The LCMS-2 unit conforms to a Class I profiling device, and it can also "pause" over non-valid roadway sections such as localized maintenance activities, railroad crossings, speed bumps, and brick inlays and not affect the IRI value.

Quality Control and Quality Assurance

IMS has developed a unique approach to pavement condition assessments by coupling manual review of distress data with automated algorithms. This more rigorous QC/QA process ensures that the automated distress detection and classification algorithms that we use work correctly. Our Pavement Engineering team fully understands the capabilities and limitations of the state-of-the-art LCMS-2 technologies and sophisticated algorithms that we employ, and our QC/QA steps are extremely important in ensuring the success of the project.



IMS' rigorous, multi-step approach to QC/QA of pavement condition data to ensure ASTM D6433 compliant data.

The IMS QC/QA process is comprehensive and makes use of field observations, automated data processing tools, manual data review by our QC team, independent review by our QA manager, and lastly, final review by the City. There are QC/QA checks at each stage of the project to ensure data quality before the data is moved into the next steps.

Machine learning and artificial intelligence have made leaps and bounds in speeding up distress identification. And when supplemented with trained pavement raters, field staff, and expert engineers, they establish high data confidence and integrity. The final quality assurance performed by City personnel will ensure that the City has confidence in and takes ownership of the condition data.



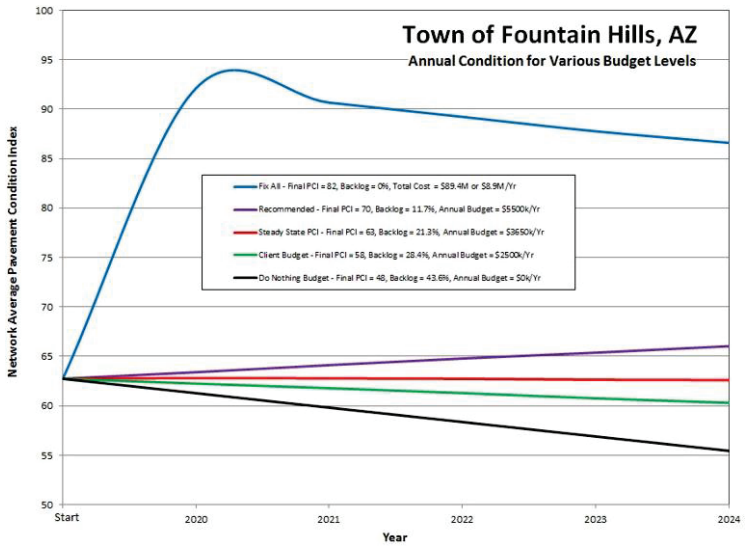
IMS QC/QA interface for manually reviewing automated distress detection and classification results.

We understand that others may view the IMS QC/QA process as intense; however, we have found over the years that having a multi-step process like this ensures that quality data is consistently delivered.

Maintenance and Rehabilitation Program Development

Once the QC/QA process has been completed, our project team will build the City's multi-year pavement management plan using IMS' easy to use spreadsheet-based tool, Easy Street Analysis (ESA). Our multi-year pavement M&R programs are built around practical prioritization techniques and financial optimization, typically in the form of cost of deferral. IMS incorporates pavement management principles that assist agencies in producing cost effective maintenance programs. Localized construction costs, customized deterioration models that reflect local pavement performance, and other environmental and local construction practices are considered in developing our M&R analyses and recommendations.

Our approach to establishing overall prioritization of M&R recommendations is flexible and can account for non-engineering factors. Our engineering team has recent experience using pavement management systems to develop equitable M&R plans that consider funding distribution based on technical and non-technical considerations that impact local communities. We look forward to collaborating with the City staff to ensure that the pavement management program addresses the needs and priorities of the stakeholders involved.



The Project Manager will set up a meeting with City staff to discuss the reporting requirements and identify additional reports to prepare. At a minimum, the following pavement management scenarios have been requested:

- Annual funding required to maintain existing pavement conditions
- Funding required to maintain an average PCI of 70 over the next 5 years
- Funding allocation for asphalt overlay and/or slurry seals to maintain an average PCI of 70 over the next 5 years
- PCI for the network if current funding levels remain the same for the next 5 years
- Average PCI by Council District if current funding levels remain the same for the next 5 years
- Recommended pavement strategies for the various budget scenarios investigated.

Reporting

The following list highlights the key components in the analysis and hard copy report. All scope items in the RFP are core functions in the typical IMS analysis.

- Executive summary – IMS will prepare a written report to include project scope, milestones,

condition data, when and how the data was collected and an overview of our QC/QA process to verify survey accuracy for the City. The Summary will include an overview of the 5-year maintenance and rehabilitation schedule that is more thoroughly reviewed in the full Report. In addition, a variety of custom maps will be created to reflect the findings and analysis, in addition to other graphics and descriptive text.

- Principles of pavement management – Detailed look into how network quality and backlog are evaluated, review of pavement preservation methods, and the economic impacts of maintenance and rehabilitation.
- Road ownership and inventory and attribute report
- Present condition ranking – detailed and summary condition data including Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, Structural condition (if deflection testing is added) and Project reviews of each road in the network, as well as the entire network.
- "Fix all" budget analysis – this identifies the upper limit of spending by rehabilitating all roads assuming unlimited funding.
- "Do nothing" analysis – this assesses the impact of not performing any roadway rehabilitation.
- Steady state rehabilitation life cycle analysis – this identifies the minimum amount of rehabilitation needed to maintain the existing level of service over 3, 5, or 10 years.
- Integration of capital projects and master plans – ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- Five-year rehabilitation and prioritized paving plans – based on need, available budget and level of service constraints; a minimum of seven budget runs will be completed.
- GIS-based Maps – the IMS GIS team will produce various maps for the report including 5-year plans (year and rehab type), class, need year, budget scenarios, PCI, etc.
- Summary review of past data – including previous surveys, past PMS reports, and impacts of previous M&R.

Bannered Imagery

Included with the delivery of the PCI data, IMS will deliver forward-facing and rear/pavement-facing GIS hyperlinked imagery at 15-foot intervals. If requested, representative images will be attached to each pavement section in PAVER. These images provide an understanding of the pavement condition and serve as a useful point in time reference should a hurricane or other event require verification of assets.



Example of forward-facing HD imagery deliverable

Phase 1 Deliverables

The following products will be delivered to the City:

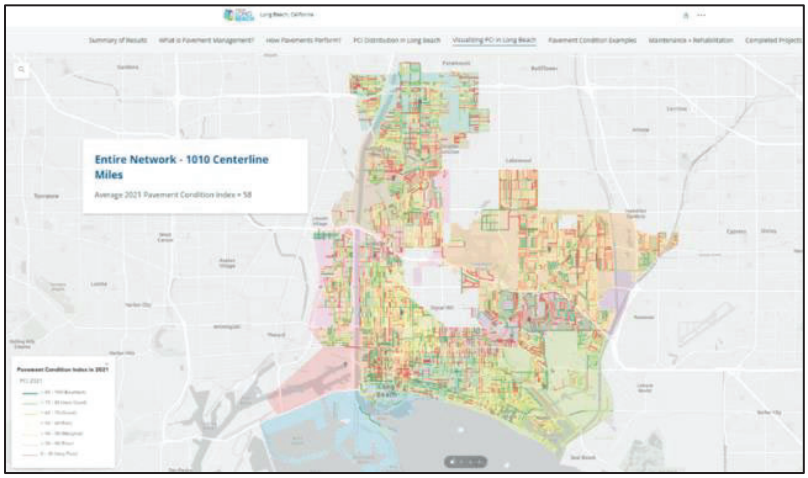
- Report summarizing the findings of the pavement condition survey
- Rehabilitation plan and budget analysis outlining alternative strategies and scenarios
- GIS-linked forward and rear/pavement-facing imagery

- Data formatting for PAVER software or alternative software
- Esri geodatabase containing updated pavement information including distress information and deflection testing results

Optional: Esri Story Map

IMS is an Esri Authorized Business Partner and an early adopter of Esri technologies. The partnership between IMS and Esri makes unparalleled industry and subject matter expertise available to our clients. Our team of GIS experts are focused on building easy-to-use and easy-to-maintain web-based, geocentric story maps and dashboards to serve not only our clients, but also their constituents. These tools provide a dynamic way to present complicated information visually. Many agencies are already using Esri software and ArcGIS Online, and we look for ways to leverage that existing licensing, subscriptions, and infrastructure to elevate the data we are delivering. We have built story maps for clients to help explain to citizens how a pavement survey works, how the analysis is performed, and how the maintenance and rehabilitation budgets are distributed to maximize the use of scarce funding. In addition to the story maps, we have also deployed agency-focused dashboards to enable managers to easily review the planned work, existing and forecasted conditions, and funding impacts on a map.

Project Highlight:
Long Beach, CA
Link to live story map:
https://bit.ly/3NQG1AT



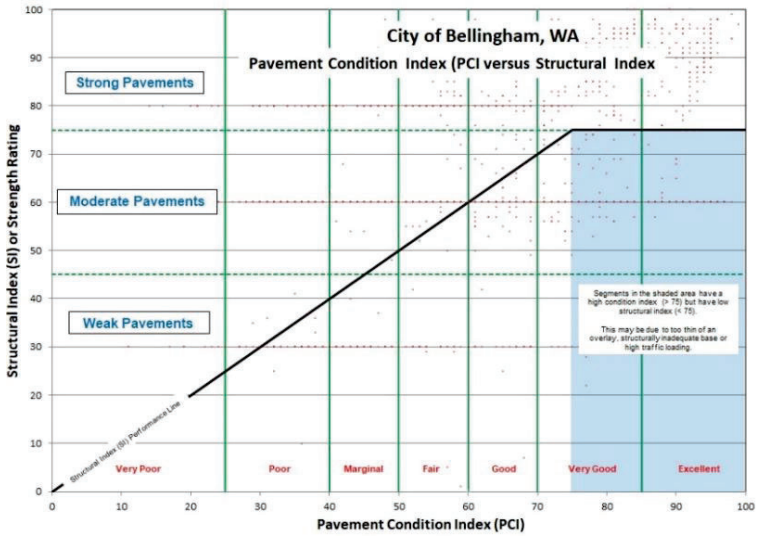
IMS interactive Esri GIS story map for the City of Long Beach, CA

IMS is working with the City of Long Beach, CA to web-enable their pavement management plan to engage citizens in the pavement management process. To facilitate this activity, IMS has authored and deployed an Esri Story Map that shares complex engineering information in an easy to understand public-facing framework. A second, password protected configuration as a dashboard exists that allows City engineers to access additional information and data.

Optional: Pavement Nondestructive Structural Testing using the FastFWD

Pavement nondestructive structural testing is performed using a Falling Weight Deflectometer (FWD). The purpose of this testing is to assess the load carrying capacity of a roadway or parking lot pavement and better assess the remaining service life of the pavement and determine the best rehabilitation strategy for the pavement. Coupled with pavement distresses collected during the surface condition survey, the most effective maintenance and rehabilitation activities can be selected for the roadway.

IMS deploys state-of-the-art Fast Falling Weight Deflectometers (FastFWD), which employ an electrical subsystem and are five times faster than traditional, hydraulic subsystem-based FWDs.



The FastFWD simulates the load produced by a moving vehicle. The FastFWD imparts a dynamic load to the pavement surface and the pavement response is recorded by a series of geophones. The data is then post-processed to back calculate the stiffness of the pavement layers (i.e., pavement surface, base, subbase and subgrade layers). These readings will then be used to evaluate the pavement structural condition and determine the most appropriate rehabilitation activity.

While deflection testing can be conducted on all roadways to facilitate true proactive pavement management, IMS recommends – at a minimum – that network-level testing be completed on high traffic routes such as arterials and collectors. Deflection testing is typically completed at least once in each direction on every street segment (at 100 feet intervals) along the outside lanes of the roadway. Testing may be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. Deflection data will be collected and processed for the City and then integrated into the City's pavement management system for analysis.

Phase 2: PAVER Software Implementation

As a leading pavement data collection and management firm, we have encountered every 3rd party pavement and asset management software that is currently implemented in North America. We are often asked which system is best, and the answer is very simple: the best system is one that integrates with a client's business processes and that is regularly used. We have experience with systems such as PAVER, CentralSquare's Lucity, StreetSaver, Deighton, Cartegraph, VUEworks, Cityworks, AgileAssets, and many others.

We understand that the City is interested in the software package that will allow the City to run budget scenarios, maintain a link to GIS and develop reports. IMS regularly proposes PAVER as the pavement management software solution because it provides an excellent overall value for the cost related to the functionality. As a firm, IMS has been implementing PAVER and performing data collection projects for agencies with the PAVER software for decades. We perform approximately 25 PAVER data loads a year, and our staff is extremely skilled with the software.

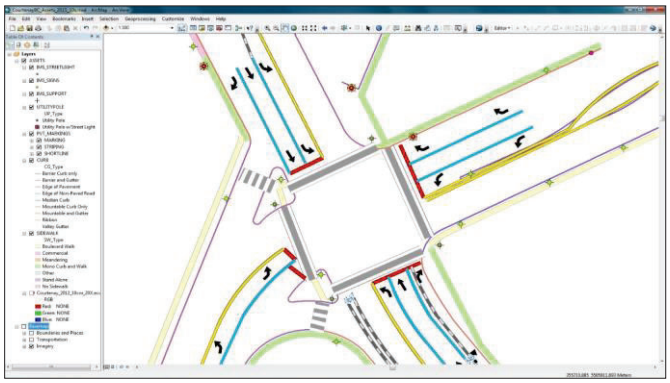
Phase 2 Deliverables

The following products will be delivered to the City:

- IMS purchase of the latest version of the PAVER software v. 7.1 (2-seats)
- Import PCI data; multi-year plan selections; images to PAVER
- Provide 2 half-days of remote training (4-hour sessions) and provide software manual

Phase 3: Right of Way Asset Database Development

Right-of-way (ROW) asset data collection is a primary component of nearly half of IMS' projects. The IMS team has extensive experience collecting data for and managing ROW asset inventories and condition assessments on signs, signposts, curb and gutter, sidewalks, ramps, striping, and many others. IMS can offer the City multiple methods for collecting ROW assets. During this task, the project team will develop a document called the Master Asset List (MAL) that defines the geometry, attribution, and domains for each asset that is to be collected. The MAL also defines the capture methodology for each asset.



Example IMS ROW asset geodatabase with striping, signs, and curb and gutter shown in ArcMap.

Imagery-based ROW Asset Collection

ROW imagery will be collected at the same time as the pavement surveys are conducted. In addition to the downward facing pavement imagery captured by the LCMS-2 system, the RST is also equipped with up to four HD cameras to collect a full range of ROW imagery that creates a 360-degree comprehensive view, including dedicated forward and rear views.



Bannered imagery with agency logo and image location data -- a standard IMS deliverable.

Prior to commencing the field surveys, our team will confirm the ROW views for collection. The camera views are reviewed at the calibration stage, as it may be desirable to relocate or change the orientation of a camera. The HD imagery is processed and cut into 15-foot intervals, then formatted and bannered with relevant header data and the City's branding. These images are linked to the City's GIS centerline and provided as a geodatabase with hyperlinks.

Phase 3 Deliverables

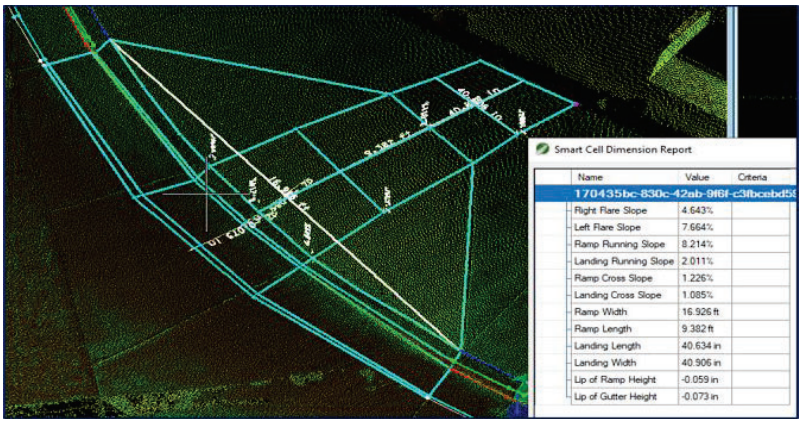
The following products will be delivered to the City:

- Point and linear assets mapped in ArcGIS with attributes as specified in the RFP
- Sidewalk and ramp data will not include condition assessments during this stage if Phase 4 is included in the scope of work

Phase 4: Sidewalk & Ramp Assessment

Lidar-based ROW Asset Collection and ADA Ramp Compliance Checks

IMS recommends our state-of-the-art Lidar unit if the City is interested in capturing measurements associated with ADA ramps. Using this project approach, IMS will supplement the ROW imagery acquired during pavement condition data collection with a separate mobilization using Lidar to collect ROW assets.



Example Lidar point cloud and ADA ramp smart cells used for assessing ADA compliance.

By deploying Lidar, IMS can collect data with a higher precision than imagery alone produces. This can become particularly important when using the data for measurements associated with ADA ramp and sidewalk data collection. The use of Lidar enables IMS to deliver precise slope measurements for ramps and sidewalks, length/width measurements, and other more detailed data via the Lidar point cloud.

Sidewalk Inventory and Condition Survey

If the City is interested in an extensive inventory and condition assessment for its sidewalks and/or a more comprehensive inventory of alleyways, IMS can provide a unique approach to sidewalk management that is like roadway pavement management.
IMS will use Sidewalk Surface Testers (SST) to drive each linear mile of sidewalk and alleys to capture HD video of the sidewalk and alley networks. The video is supplemented by data collected by the SST operator using our custom data collection application called NOMAD™. IMS will provide a Sidewalk Condition Index (SWCI) which is a 0-100 score that is like a PCI. The SWCI was developed by IMS in 2014 when we launched our SST platform. Combining the SST with Lidar data collection produces the most detailed data deliverables for ramps and sidewalks.



IMS Sidewalk Surface Tester (SST) for Comprehensive Sidewalk and ADA Ramp Evaluations.

Phase 4 Deliverables

The following products will be delivered to the City:

- Sidewalk (linear) and ADA ramp (point) data mapped in GIS with all requested attributes plus additional information for ADA compliance planning
- Sidewalk analysis spreadsheet with inventory information, tables, and charts with key metrics, and costs associate with remediation or replacement for ramps and sidewalk sections.
- 2-page summary report of the findings of the survey.

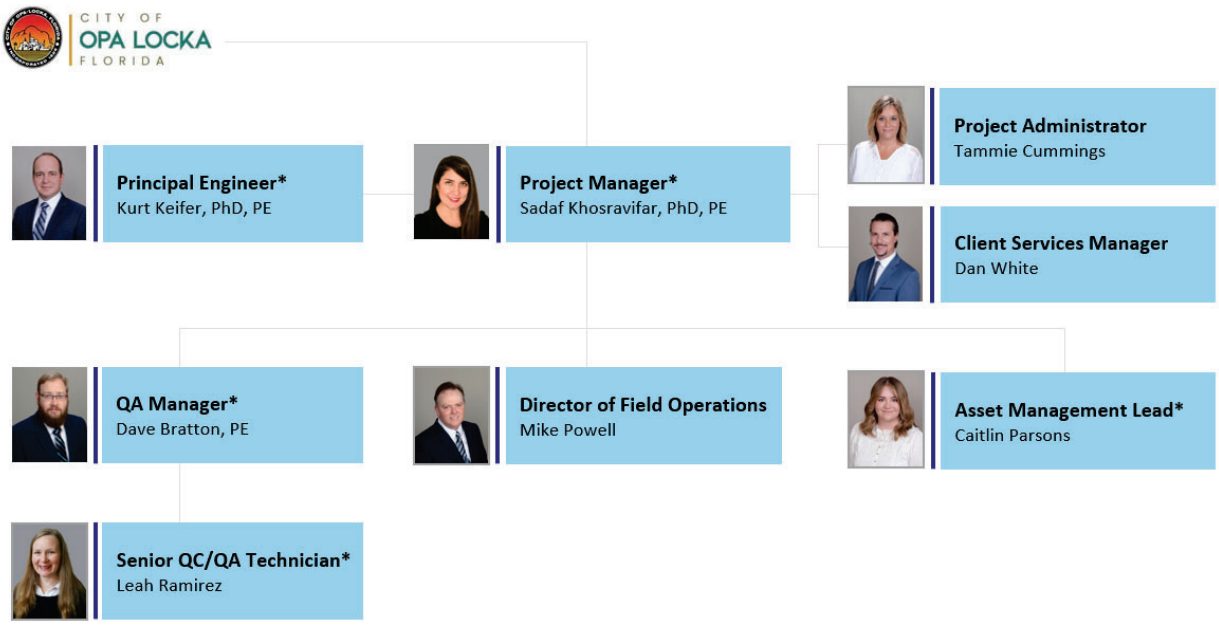
3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1: IMS has been in business for 37 years.

3.2.6.2 Proposer's Qualifications:
IMS employs 49 full-time staff, including 8 pavement engineers – five possessing PhD degrees in pavement engineering, 10 GIS analysts and technicians, nine independently, OCTA certified ASTM D6433 pavement raters, and 14 trained and experienced field technicians. Together, we complete over 100 pavement and asset management projects annually. We stand second to none in our ability to establish cost-effective pavement management programs for large and small agencies alike, and our team has earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States. Our multi-disciplinary team, led by pavement engineers, has the experience and expertise to assist our clients with full-service pavement and asset management services, software needs assessments, and custom implementations.

Key personnel identified for the project will be assigned to the City for the duration of the project. Our team is accustomed to working on multiple projects at a time, and we adjust supporting resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones. Key personnel are identified in the project organizational chart below.

Project Organizational Chart



*Key Personnel

Roles and Responsibilities

Kurt Keifer, PhD, PE will serve as the principal-in-charge and will be responsible for ensuring the project team has the resources available to complete the project with the City. He has 25 years of experience with pavement testing, analysis, engineering, and asset management. He has implemented pavement management systems for municipal agencies across the United States.

Sadaf Khosravifar, PhD, PE will serve as the Project Manager and will be responsible for overall project success. She will work closely with the City to review and confirm project goals, objectives, deliverables, schedules, and necessary labor and equipment.

Dave Bratton, PE will serve as the Quality Assurance Manager and will be responsible for ensuring the prepared inventory and processed pavement condition data meets IMS' QA standards. He will lend his extensive software expertise to the project.

Caitlin Parsons will serve as the Asset Team Leader and will direct a team of data technicians to ensure that project preparation, field data collection, data processing methods, and deliverables are executed to fulfill the needs of the project.

Tammie Cummings will serve as the Project Coordinator. She is responsible for managing schedules, coordinating meetings, assisting with action plans and progress reporting as well as gathering necessary resources, and communicating progress to team members and clients.

Mike Powell, Director of Field Operations, manages the RST LCMS-2 fleet and will be responsible for the scheduling and deployment of the pavement data collection vehicles to meet the City's schedule.

Leah Ramirez, our QC/QA Team Lead, is an independently certified ASTM D6433 PCI pavement rater and has eight years of experience performing pavement condition surveys for local agencies across the United States. She leads a team of nine certified ASTM D6433 PCI raters.

Dan White, MBA will serve as the Client Services Manager in the role of the long-term contact for the City as a liaison before, during, and after the completion of the project. Dan has assisted over 100 municipalities including nearly 250 projects over the past 6 years.

Resumes



Kurt Keifer, PhD, PE

Principal Engineer

25 Years of Experience | 2.5 Years with IMS | 15 Years in Proposed Role | Pavement Management | Software Evaluation | ROW Assets | Software Implementation | Published Articles

**BS, MS, PhD Civil and Environmental Engineering,
University of Illinois at Urbana-Champaign**

Licensed PE in Texas, Arizona, Georgia, Illinois, North Dakota, South Dakota

Dr. Kurt Keifer is the President of IMS. He has 25 years of experience with pavement testing, analysis, engineering, and management. He has implemented pavement management systems for municipal agencies across the United States and around the world. A major focus of his career has been developing and integrating automated pavement imaging and road surface profiling hardware and software technologies. Prior to joining IMS, Dr. Keifer served as the Director of Pavement Engineering at Gorrondona & Associates for five years and before that as Director of North American Consulting at Dynatest Consulting for a decade. Dr. Keifer also worked with the US Army Corps of Engineers for more than ten years developing the PAVER pavement management system and the image-based automated method for performing ASTM D6433 PCI inspections.

Recent Pavement Data Collection and Analysis Projects

Fort Collins, CO – Principal Engineer/Project Manager

Dr. Keifer served as Project Principal (2021) and Project Manager (2019) of the City's bi-annual pavement condition surveys. The surveys consisted of an automated ASTM D6433 PCI survey of approximately 800 miles of City-managed arterial, collector, and local roadways as well as bus lanes. International Roughness Index (IRI) data and rutting data were also collected for each roadway during the survey. The project team worked collaboratively with the City to customize the ASTM D6433 PCI calculation to account for different roadway functional classifications and surface types. The City considered only the pavement distress types that inform their M&R decision making. The collected PCI and IRI data were also used by the City in developing a Pavement Quality Index (PQI) that provides a more holistic indication of pavement condition. The results from the pavement condition survey were used by the City's engineering division for identifying and prioritizing M&R activities. The data was also used by the City's planning division for reporting and illustrating the overall effectiveness of the City's M&R activities over the years.

Fort Worth, TX – Project Engineer/Project Manager

Dr. Keifer served as Project Principal and Project Manager (2021-Pres.) of the City's ROW asset inventory and pavement condition survey. The project included approximately 4,200 miles of City-managed arterial, collector, and local roadways as well as bus lanes. The asset inventory included collection of signs, sign supports, streetlights, signals, curb and gutter, pavement markings, speed bumps/cushions, sidewalks, and ADA pedestrian ramps. The pavement survey consisted of an automated ASTM D6433 PCI survey. International Roughness Index (IRI) data and rutting data were also collected for each roadway during the survey. The project team worked collaboratively with the City to customize the ASTM D6433 PCI calculation to account for different roadway functional classifications and surface types.



Sadaf Khosravifar, PhD, PE (Texas License No. 130116)

Senior Project Engineer

12 Years of Experience | 2 Years with IMS | 10 Years in Proposed Role | Project Management | Automated Data | Pavement and Asset Management | GIS

BS Civil and Environmental Engineering, Sharif University of Technology
MS Geotechnical and Pavement Engineering, University of Maryland
PhD Geotechnical and Pavement Engineering, University of Maryland

Licensed PE in Maryland, Texas, and Virginia

Dr. Sadaf Khosravifar is a professional engineer and researcher with over a decade of industrial and research experience in pavement engineering. Her background includes pavement evaluation, performance, design, pavement and asset management, and GIS. She is proficient with various types of nondestructive pavement evaluation technologies including automated pavement condition survey with 3D laser crack measurement system (LCMS), falling/heavy/lightweight deflectometer and dynaflect, traffic speed deflectometer (iPAVE and RAPTOR), ground penetrating radar (GPR), and friction test devices, as well as various pavement / asset management programs including StreetSaver, Paver, Lucity, Cartegraph, and StreetLogix among others.

Recent Pavement Data Collection and Analysis Projects

Long Beach Beach, CA – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management project for the City of Long Beach. The survey consisted of an automated ASTM D6433 PCI survey of approximately 1,010 centerline miles of City-managed roads as well as International Roughness Index (IRI) data collection. Structural testing was also conducted on the entire network using a falling weight deflectometer to assess the structural integrity (SI) of the structure of pavement structures. IMS developed multiple online interactive maps for the City. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables, necessary labor and equipment resources, and performed structural analysis and pavement management analysis using the Lucity enterprise asset management program. As part of the analysis, Dr. Khosravifar developed a framework to use the pavement condition data to split the total budget between council districts based on total maintenance need of districts. Dr. Khosravifar used this framework to develop a more equitable, need-based five-year program for the City. Finally, she developed several online interactive mapping tools powered by ESRI including a StoryMap for sharing the outcomes of the study with citizens, a dashboard to present the major findings to the council, and an asset management application for City engineers' regular consumption.

Village of Kildeer, IL – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management project for the Village of Kildeer. The survey consisted of an automated ASTM D6433 PCI survey of approximately 32 centerline miles of roads as well as International Roughness Index (IRI) data collection. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables. She implemented the PAVER pavement management system for the village and customized it with Village specific parameters and ran several network-level 'what-if' scenarios to depict the consequence of different budgets on long term pavement conditions and rehabilitation backlog in the Village.



David Bratton, PE

Project Engineer

12 Years of Experience | Pavement Management | Software Evaluation | ROW Assets | Software Implementation | GIS | Automated Data

BS, Civil Engineering,
Bradley University, Peoria, IL 2008

Licensed PE in Illinois and Texas

Mr. David Bratton is a project engineer at IMS with 12 years of experience in pavement management involving condition assessment, prediction modeling, and budget evaluation. He has worked extensively with automated pavement data collection that conform to multiple standards (ASTM, MTC, VDOT, IDOT), dynaflect and falling weight deflectometer, and right of way asset acquisition. Mr. Bratton has implemented pavement management programs for software packages including Cartegraph, Lucity, Paver, StreetSaver, and others across North America.

Recent Pavement Data Collection and Analysis Projects

Volusia County, FL – Project Manager

Mr. Bratton served as project manager for the pavement management system update of 1,065 miles of paved roads in Volusia County. Automated surface distress and ROW image collection was used to update the City's Lucity database. This data was compared to historical paving project to determine the effectiveness of current rehabilitations strategies for use in updating the operating parameters within the Lucity system. An extensive reconfiguration of the database schema was completed to better align with how the County keeps records outside of the Lucity system.

City of Irvine, CA – Project Manager

Mr. Bratton worked with the City of Irvine on a ROW asset survey and pavement management system update which included the submittal of their bi-annual pavement management compliance report for Orange County, CA. The project included an ASTM D6433 pavement surface data collection through the use of automated LCMS equipment, pavement structural testing for arterials and collectors, a condition assessment of all paved bike paths, and an inventory of all sidewalks, curbs, and pedestrian ramps within the City totaling over 700 survey miles. This data was loaded to both the City's Paver database for use in the generation of the compliance report and an IMS management spreadsheet that allowed for a zone-based rehabilitation plan to be created. The City has an ongoing services agreement for additional Paver training, analysis customization, and future reporting needs.

City of Denton, TX – Project Manager

Mr. Bratton served as project manager for the pavement management system update and ROW asset survey of 913 miles of City and State roads in Denton, TX. Automated surface distress and FWD data were used to update the City's Cartegraph OMS database. This data was compared to historical paving project to determine the effectiveness of current rehabilitations strategies for use in updating the operating parameters within the Cartegraph system.



Caitlin Parsons

Asset Manager

5 Years of Experience | 3 Years with IMS | 3 Years in Proposed Role | Field Survey Methodologies | LiDAR Integration | ROW Assets | Workflow Development | GIS Analysis

BA, Geography & Environmental Studies, University of Colorado, Colorado Springs

Undergraduate Certificate: Geographic Information Science

Ms. Caitlin Parsons has 5 years of experience working with geospatial technologies to develop functional workflows that serve the needs of a variety of clients. As the asset management team supervisor overseeing the program at IMS, Ms. Parsons is responsible for the success of the full lifecycle of projects. She oversees a team of data technicians that ensure project preparation, field data collection, data processing methods, and deliverables are executed to fulfill the nuanced needs of public sector asset managers. Prior to her role at IMS, Ms. Parsons processed and extracted data from satellite imagery and UAV systems. She has brought her knowledge of remote sensing methodologies to IMS, wherein she has integrated a mobile LiDAR system into daily operations.

Recent Pavement Data Collection and Analysis Projects

Port Orange, FL – Lead Sidewalk Analyst

Ms. Parsons provided data processing, QC/QA, and deliverable creation support to the Port Orange project team. This extensive manual survey of 325 sidewalk miles and 3,750 pedestrian ramps required many hours of review and data manipulation to ensure all attributes as defined in the project scope were accounted for and accurate. In addition to an analysis spreadsheet, Ms. Parsons delivered a set of map books to the client, which visualized sidewalk and ramp conditions throughout the network.

Atlanta, GA – Sidewalk Survey Project Manager

Ms. Parsons was responsible for overseeing field operations, data processing, QA/QC efforts, and deliverable development for the City of Atlanta's 2019-2020 sidewalk and pedestrian ramp survey. This survey was conducted using semi-automated boots-on-the-ground style surveying in addition to mobile-LiDAR system mapping. Her team successfully reported dozens of attributes for the pedestrian network, including sidewalk distress extents, sidewalk condition, and ramp dimension information to assist the city in determining ADA compliance. The extensive survey encompassed approximately 1,200 sidewalk miles wherein locations of 15,000 pedestrian ramps and 8,900 obstructions were also recorded.

City of Denton, TX – Asset Manager

Ms. Parsons oversaw the right-of-way inventory portion of the Denton, TX pavement and asset survey. She ensured camera configurations and database structures were aligned with the City's deliverable expectations. In conjunction with her team, she delivered a pavement marking and striping geodatabase with over two-thousand marking locations and striping data for the 913 miles that were surveyed. A variety of attributes were recorded for each feature type, including condition, color, and type.



Mike Powell

Director of Field Operations

30 years of experience | Field Operations | GIS |Automated Data | Pavement and Asset Management

Network Administrator, Elgin Community College
MCSE, Harper College

Various certificates that include ArcGIS, Microsoft Office, Visual Studio, C++, C#, FoxPro, Data Scientist Python, Network Installation, SQL

Mr. Michael Powell is the Director of Field Operations, and has 30 years of survey collection, data analysis experience in pavement management, and hundreds of installations of pavement management systems. His background includes pavement collection and evaluation, and asset management, technical support of software, hardware, and GIS. He manages the LCMS-2 fleet and is highly experienced in pavement evaluation technologies such as automated pavement condition survey with Ramboll (RST), Cybernetics RT, and 3D laser crack measurement system (LCMS-2), Lidar, falling/heavy/lightweight deflectometer and dynaflect, and ground penetrating radar (GPR). He also has experience with various pavement / asset management programs including PavePro, SurfPro, StreetSaver, Paver, Lucity, and Cartegraph, among others.

Recent Pavement Data Collection and Analysis Projects

Chesapeake, VA – Director of Field Operations

Mr. Powell was the Director of Field Operations for the 2021 pavement data collection effort in Vienna Virginia. The project consisted of a pavement condition assessment of approximately 70 miles of roadway and creation of budget scenarios. Mr. Powell helped the project manager organize and double check collected data, as well as formatting the data for PavePro.

Euless, TX – Director of Field Operations

Mr. Powell was the Director of Field operations for the pavement data collection project in Euless, TX. This project consisted of pavement data collection and deflection testing for approximately 169 miles of roadway. Mr. Powell created and managed the van deployment schedule and created and loaded the City's data into NOMAD™. He worked with the project engineers to set up procedures for Fast FWD deflection testing and created queries to enhance the QC/QA process upon completion of deflection testing.

Fort Worth, TX – Director of Field Operations

Mr. Powell is the Director of Field operations for the 2021-2023 Fort Worth data collection effort. The project included approximately 4,200 miles of City-managed arterial, collector, and local roadways as well as bus lanes. The asset inventory included collection of signs, sign supports, streetlights, signals, curb and gutter, pavement markings, speed bumps/cushions, sidewalks, and ADA pedestrian ramps. Prior to the commencement of data collection Mike worked with the engineers to review client needs to determine the most effective and efficient methods of data collection. He loaded map and location information into NOMAD™ prior to deployment of the RST and Lidar vehicles and created and managed both deployment schedules and troubleshooting efforts. Upon completion of the project, Mike will work closely with the QC/QA team to ensure the value and accuracy of the data collected.



Leah Ramirez

Senior QC/QA Technician

15 Years of Experience | 2 years with IMS | 15 Years in Proposed Role | Automated Pavement Assessment | Pavement Management | ASTM D6433

OCTA Pavement Inspector Qualification - 2022

Ms. Leah Ramirez is a certified ASTM D6433 PCI pavement rater and has 19 years of experience performing pavement condition surveys for local agencies across the United States. In her role as Senior QC/QA Technician she leads the QA/QC team and communicates directly with the engineering staff as it pertains to each individual project to further improve the quality of the data collected by the field crews and automated systems. She also conducts virtual and in-person training with our field collection employees on distress rating and software systems to ensure consistent data collection throughout the field teams. She also served as a PCI rater on several US Army Corps of Engineers pavement condition inspection projects. Leah and Kurt Keifer have worked together since 2008.

Recent Pavement Data Collection and Analysis Projects

Volusia County, FL – Senior QC/QA Technician
Ms. Ramirez performed QC/QA to ensure quality data was collected by the field rating crew and the LCMS-2 system. She analyzed digital images and distress quantities to confirm accurate values. She also manages the team of QC/QA technicians and delegates tasks to them while ensuring a consistent data product moves through the interpretation and analysis process.

Flower Mound, TX – Senior QC/QA Technician
In 2022, Ms. Ramirez performed the QA/QC process of field data from both the field rating crew and the LCMS-2 system. She compared this with digital imaged to confirm correct distress quantities and PCI values. In addition, she did a thorough comparison of the current survey to the previous survey, to determine problems within the network and its existing management plan and passed this information along to the engineering team.

Fort Worth, TX – Senior QA/QC Technician/QC Supervisor
In 2021, Ms. Ramirez lead initial QA/QC team efforts for LCMS-2 data collected across all 11 zones of Fort Worth. This included a manual comparison of digital images with distress quantities collected. She also conducted in-person and virtual training with the data collection crew in Fort Worth to ensure correct data collection procedures were being followed. She also identified sections with mislabeled pavement surface type and inaccurate slab counts, which lead to correct reclassification of pavement surface in the GIS layer. In addition, she also assisted in the quality review of right-of-way assets.



Tammie Cummings

Project Administrator

25 Years of Experience | 1 year with IMS | 25 Years in Proposed Role | Office Management | Project Administration | Customer Service Management

BS Business Administration

Univsersidad Interamericana de Puerto Rico

Ms. Tammie Cummings has 25 years of experience supporting engineering teams in Florida and Oklahoma. As a Project Administrator, Ms. Cummings is responsible for managing schedules, scheduling and coordinating meetings, assisting with action plans, gathering necessary resources, and communicating progress to team members and clients. Prior to joining IMS, Ms. Cummings served as the Project Administrator to the National Society of Professional Engineers (NSPE) 2020-21 President and local team. She has experience coordinating with multiple departments to ensure all aspects of the project are aligned with the strategy, commitments, and goals of IMS.



Dan White, MBA

Client Services Manager

10 years of experience | Project Management | Council and Results Presentations | APWA Florida, Georgia, and Chicago Metro Chapters

BBA, International Business, Grand Valley State University
MBA, Project Management, University of Wisconsin-Whitewater

Mr. Dan White has been at the helm of over 200 pavement and right-of-way asset projects for clients ranging from small cities to large government municipalities. As a manager of client services, Dan is responsible for maintaining client relationships for specific projects in the eastern US. On each assignment, he serves as the specialist for development of the project scope, schedule, budget; and most of all, client expectations. His responsibilities include responding to municipal solicitations and facilitating initial scope negotiations. Dan is active in all phases of project management, and he follows each project through to completion. He ensures that the client is satisfied with the investment in IMS and aims to build lasting partnerships.

3.2.7 Tab 6 – Schedule

3.2.7.1 Timetable:
This schedule is based on an estimated receipt of NTP during November 2022. A final schedule will be provided upon the completion of scope negotiations.

Proposed Schedule: Phase 1, Phase 2, & Phase 3			
Assumes a NTP is issued November 2022			
Task	**Description**	**Duration Estimate**	**Milestone Completion**
1	Executed Agreement/NTP	N/A	November 2022
2	GIS Acquisition and Validation	2 weeks	December 2022
3	Kick-off with Review Map Iterations and Approval	1 day	December 2022
4	RST LCMS-2 Pavement Surveys: 114 Test-Miles	1 week	January 16, 2023
5	QC/QA Program & Image Processing: 114 Test-Miles	6-8 weeks	March 2023
6	Deliver Pavement Condition Data/Client Review Spreadsheet	1 week	March 2023
7	Purchase and Implement PAVER; Run Draft Pavement Analysis & Budget Scenarios	4-6 weeks	April 2023
8	Deliver ROW Asset Inventories (GIS Database)	8-14 weeks	May 2023
9	Final Report Delivery and PAVER Training	2 weeks	May 15, 2023

Proposed Schedule: Phase 4 (ADA Compliance Surveys)			
These tasks would commence following the completion of the Phase 3 sidewalk and ramp inventories			
Task	**Description**	**Duration Estimate**	**Milestone Completion**
1	Sidewalk and Ramp Management Program Kickoff	1 day	May 2023
2	Mobile Lidar Data Collection (ADA Ramps)	1 week	May 2023
3	Lidar Data Processing and QC/QA	11-13 weeks	August 2023
4	Sidewalk Surface Tester (SST) Data Collection (Sidewalks)	10-14 days	June 2023
5	SST Data Processing and QC/QA	11-13 weeks	September 2023
6	Sidewalk and Ramp Prioritization Spreadsheet Development and Executive Summary Report	2-3 weeks	October 10, 2023

3.2.7.2 Earliest Available Start Date for the IMS Project Team:

Pre-survey Tasks: October 1, 2023
Pavement Data Collection: January 16, 2023

These dates above reflect an earliest estimated date of NTP of early October 2022. With current workload commitments and the impact of the winter holiday season, IMS can commit to begin the field surveys after the New Year.

3.2.7.3 Project Completion Date:

Phase 1 and Phase 2: May 15, 2023
Phase 3 Tasks: Estimate of May 2023 (variable depending on selected assets)
Phase 4 Tasks: Estimate of October 10, 2023

3.2.8 Tab 7 – Pricing of Services

The fee schedule below is based on the IMS scope of work and recommendations included in this proposal. The project has been split into 4 (four) individual phases to delineate the work and allow the City to consider options and alternatives to best suit the overall goals of this project. Please review the leading notes and phased fee schedules closely.

Phase 1 encapsulates the base scope of work related to the pavement condition surveys and developing a 5-year report per the RFP requests. The Test Miles (T-MI) has been derived from 95 lane miles, of which, 20% will require 2-directional testing.

Phase 1: Pavement Condition Assessment					
Task	**Activity**	**Quantity**	**Units**	**Unit Rate**	**Total**
1	Project Initiation & Kickoff Meeting	1	LS	$3,000.00	$3,000.00
2	Network Referencing & GIS Linkage	114	T-MI	$15.00	$1,710.00
3	LCMS-2 RST Mobilization/Calibration	1	LS	$5,000.00	$5,000.00
4	LCMS-2 RST Pavement Data Collection	114	T-Mi	$130.00	$14,820.00
5	Pavement Data QA/QC, Processing & Format	114	T-Mi	$35.00	$3,990.00
6	Delivery of GIS-linked Imagery (Forward/Pavement Views)	114	T-Mi	$12.00	$1,368.00
7	Pavement Analysis, Budget Scenarios, & 5-Year Analysis	1	LS	$3,500.00	$3,500.00
8	Draft and Final Report (PAVER Executive Report)	1	LS	$3,500.00	$3,500.00
9	Project Management & Administration	1	LS	$3,689.00	$3,689.00
	Phase 1: Pavement Condition Assessment Sub-Total:				**$40,577.00**

Phase 2 encapsulates the costs to implement the recommended pavement management software, PAVER. Should the City elect to implement an alternative software during scope negotiations, IMS will provide updated pricing based on that solution.

Phase 2: PAVER Software Implementation					
Task	**Activity**	**Quantity**	**Units**	**Unit Rate**	**Total**
10	PAVER License Purchase (2 Seats; 2-year License)	1	LS	$1,750.00	$1,750.00
11	PAVER .e70 Load and Configuration	1	LS	$2,500.00	$2,500.00
12	2-Days Virtual Training (4-Hour Sessions)	2	DA	$1,750.00	$3,500.00
13	PAVER User Manual (PDF File) Included with PAVER	1	LS	$0.00	$0.00
	Phase 2: PAVER Software Implementation Sub-Total:				**$7,750.00**

Phase 3 is dedicated specifically to the right-of-way asset inventories requested in the RFP. These assets can be selected individually. The IMS approach to asset extraction requires post-processing upon completion of the field surveys.

Phase 3: Right-of-Way Asset Inventory Database Development - GIS Deliverable					
Task	**Activity**	**Quantity**	**Units**	**Unit Rate**	**Total**
14	Sidewalk Inventory (Verification for ADA Survey)	114	T-Mi	$40.00	$4,560.00
15	Curb Ramp Inventory (Verification for ADA Survey)	114	T-Mi	$50.00	$5,700.00
16	Curb/Gutter Database Development	114	T-Mi	$43.75	$4,987.50
17	Pavement Markings/Striping Database Development	114	T-Mi	$52.50	$5,985.00
18	Traffic Signs/Supports Database Development	114	T-Mi	$87.50	$9,975.00
19	Visible Manholes Inventory (Location Only)	114	T-Mi	$52.50	$5,985.00
20	Visible Sewer and Water Valves (Location Only)	114	T-Mi	$52.50	$5,985.00
21	Catch Basin Database Development	114	T-Mi	$52.50	$5,985.00
22	Hydrants Database Development	114	T-Mi	$35.00	$3,990.00
23	Tree Database Development	114	T-Mi	$140.00	$15,960.00
24	Streetlights Database Development	114	T-Mi	$61.25	$6,982.50
	Phase 3: Asset Inventory Database Development Sub-Total:				**$76,095.00**

Phase 4 includes all of the tasks required to perform a sidewalk and ramp assessment for ADA compliance, including an analysis spreadsheet tool with a prioritized remediation plan.

Special Note: To accurately price Phase 4, Tasks 14 and 15 must be completed. The current sidewalk mileage is estimated. This will provide an accurate mileage to test the sidewalks for ADA compliance and provide a count of ADA ramps. This process will reduce mileage errors that could impact the budget significantly.

Phase 4: Sidewalk & Ramp Assessment for ADA Compliance					
Task	**Activity**	**Quantity**	**Units**	**Unit Rate**	**Total**
25	LiDAR Mobilization for Ramp Assessment	1	LS	$4,500.00	$4,500.00
26	LiDAR Data Collection for Curb Ramps	50	SW-Mi	$200.00	$10,000.00
27	LiDAR Data Processing and QC/QA	50	SW-Mi	$40.00	$2,000.00
28	Ramp Data Extraction and Imagery Processing	50	SW-Mi	$60.00	$3,000.00
29	Sidewalk Surface Tester (SST) Mobilization	1	LS	$4,500.00	$4,500.00
30	SST Sidewalk Data Collection for Distress Pickup	50	SW-Mi	$450.00	$22,500.00
31	SST Sidewalk Data Processing and QC/QA	50	SW-Mi	$50.00	$2,500.00
32	Sidewalk and Ramp Analysis & Rehab Prioritization	1	LS	$5,000.00	$5,000.00
33	Project Management & Administration	1	LS	$2,700.00	$2,700.00
	Phase 4: Sidewalk & Ramp Assessment for ADA Compliance Sub-Total:				**$56,700.00**

Project Total includes the total fee for all 4 Phases.

Project Total (Inclusive of All Phases):	**$181,122.00**

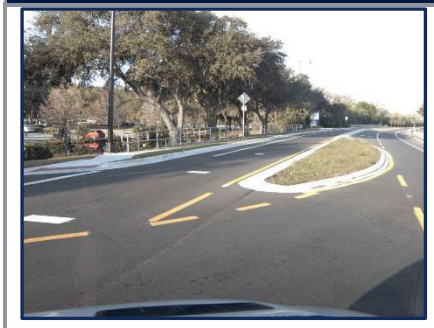
Supplemental and Optional Services includes common services that IMS provides to our clients.

Supplemental and Optional Services					
Task	**Activity**	**Quantity**	**Units**	**Unit Rate**	**Total**
34	Medians / Islands Database Development	114	T-Mi	$43.75	$4,987.50
35	Traffic Signals/Flashers Database Development	114	T-Mi	$52.50	$5,985.00
36	Traffic Calming Features Database Development	114	T-Mi	$87.50	$9,975.00
37	Street Furniture Database Development	114	T-Mi	$52.50	$5,985.00
38	ArcGIS Online Storymap and Dashboard	1	LS	$7,500.00	$7,500.00
Deflection Testing for Structural Analysis					
39	Fast Falling Weight Deflectometer (FastFWD) Mobilization	1	LS	$5,000.00	$5,000.00
40	Fast FWD Deflection Testing	114	T-Mi	$160.00	$18,240.00
41	Structural Data Processing & QC/QA	1	LS	$2,000.00	$2,000.00
42	Traffic Control (If Necessary: 3rd Party/Estimate)	32	Hr	$135.00	$4,320.00

3.2.9 Tab 8 – References

City of Sanford, FL

Since the 1998 with 15+ Cycles



- 2021 project includes network-level surface and deflection testing
- Linear pavement condition survey with LCMS-2 RST
- Deflection testing on all roads with the FastFWD
- IMS is transitioning the client from PavePRO to the ESA Spreadsheet for data management and pavement analysis
- Software: Easy Street Analysis (ESA) spreadsheet
- Deliverables: ESA spreadsheet, 5-year analysis and report, GIS data, images, and training program

Contact: Jeff Davis, Project Manager **| Phone:** (407) 688-5080
Email: jeff.davis@sanfordfl.gov

Pasco County, FL

2018-2020



- Two-phase project 1,900 miles of roadway
- Linear pavement condition survey with LCMS-2 RST
- Deflection testing on Phase 1: 490 miles of arterial and collector roads
- ROW asset inventory and attribute extraction for 9 different assets (over 800,000 features identified)
- Software: PavePRO Manager and Cityworks
- Deliverables: Updated GIS of roads and assets; software training; field inspection training

Contact: DJ Sebestyen, Project Manager **| Phone:** (727) 834-3611 ext. 1007
Email: dsebestyen@pascocountyfl.net

City of Apopka, FL

2021



- First time pavement management implementation at the City
- Linear pavement condition survey with LCMS-2 RST
- ASTM D6433 data collection of 205 miles of roads
- Software: Easy Street Analysis (ESA) spreadsheet
- Deliverables: Updated GIS of roads; ESA software training; council presentation and report

Contact: Paul Hathaway, Project Manager **| Phone:** (407) 703-1678
Email: phathaway@apopka.net

City of Palm Beach Gardens, FL — 2005, 2009, 2019



- Pavement data collection for 60 miles of roads
- Delivery of GIS-linked imagery
- Software: Easy Street Analysis (ESA) spreadsheet
- Deliverables: Updated GIS of roads; GIS clean-up services related to legacy software; council presentation prep and report

Contact: Dan Widdick, Operations Manager **| Phone:** (561) 804-7044
Email: dwiddick@pbgfl.com

City of Fernandina Beach, FL — 2018 & 2020



- Two-phase project including a pavement management program implementation and asset extraction
- LCMS-2 RST survey per ASTM D6433
- 70 miles of roadways
- Sidewalk, ADA ramps and crosswalk markings inventory and condition assessment
- Software: Easy Street Analysis (ESA) spreadsheet
- Deliverables: Updated GIS of roads and assets; software training; council presentation and report

Contact: Jeremiah Glisson, Operations Director **| Phone:** (904) 310-3314
Email: jglisson@fbfl.org

3.2.10 Tab 9 – Additional Forms

RFP NO. 22-0912200
PROPOSER QUALIFICATIONS

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: IMS Infrastructure Management Services, LP

   Address: 8380 S Kyrene Road, Suite 101

   City, State, Zip: Tempe, AZ 85284 Phone/Fax: (480) 839-4347

2. Check One: Corporation ( ) Partnership (✓) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 05/26/2022 State in which Incorporated: Delaware

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization:_____

5. **Name and Title of Principal Officers** **Date Elected:**

   Michael Nieminen, PE, P.Eng. 05/26/2022

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: 37 years

7. The length of time (continuous) in business as a service organization in Florida:
   28 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding*

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name Kurt Keifer, PhD, PE, President

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CITY OF OPA-LOCKA
RFP NO. 22-0912200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Kurt Keifer, PhD, PE the
(Name)
President of IMS Infrastructure Management Services, LP
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

09/07/2022
Date

Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Kurt Keifer, PhD, PE **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Representative (Owner, Partner, Officer, Representative or Agent) of IMS Infrastructure Management Services, LP the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: Signature

Witness

Kurt Keifer, PhD, President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: President

Sworn and subscribed before this

16th day of August, 2022

Brenna Maby

Notary Public, State of ~~Florida~~ Arizona

Brenna Maby

(Printed Name)

My commission expires: May 11, 2024

OFFICIAL SEAL
Brenna Maby
NOTARY PUBLIC - ARIZONA
Maricopa County
COMM # 585988
My Comm. Expires May 11, 2024

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: IMS Infrastructure Management Services, LP

Authorized Signature: _____

Print Name: Kurt Keifer, PhD, PE

Title: President

Date: September 7, 2022

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BUTLER, DAVID E.
2704 MEADOW DRIVE
ROLLING MEADOWS IL 60008

LICENSE NUMBER: PE42830

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

9/6/22, 12:10 PM Related License Information

Print

Licensee

Name:	**IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC**	License Number:	**32841**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**10/24/2018**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
42830	Current, Active	BUTLER, DAVID E	Registry	10/24/2018	Professional Engineer	02/28/2023

https://www.myfloridalicense.com/relationList.asp?record_cnt=1&LicId=7015298&Lname=&datefrom=&LicNum=&dateto=&Fname=&Category= 1/1

2022 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

FILED
Apr 26, 2022
Secretary of State
7605909441CC

DOCUMENT# M05000000345

Entity Name: IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC

Current Principal Place of Business:

8380 S KYRENE RD
SUITE 101
TEMPE, AZ 85284

Current Mailing Address:

8380 S. KYRENE RD.
SUITE 101
TEMPE, AZ 85283 US

FEI Number: 20-0843083

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

INCORP SERVICES, INC.
17888 67TH CT N
LOXAHATCHEE, FL 33470 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:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	CEO	Title	FINANCE ASSISTANT
Name	TURNER, DEREK	Name	JACKSON, TALIA
Address	8380 S. KYRENE RD. SUITE 101	Address	8380 S KYRENE RD SUITE 101
City-State-Zip:	TEMPE AZ 85284	City-State-Zip:	TEMPE AZ 85284

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: TALIA JACKSON FINANCE ASSISTANT 04/26/2022

Electronic Signature of Signing Authorized Person(s) Detail — Date

CITY OF OPA-LOCKA
PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

RFP NO. 22-0912200

SUBMITTED BY
S&ME, INC.

SEPTEMBER 12, 2022

S&ME Contact:
Abdalla Al-Rawashdeh, PhD, PE
Project Manager
813.623.6646
aalrawashdeh@smeinc.com

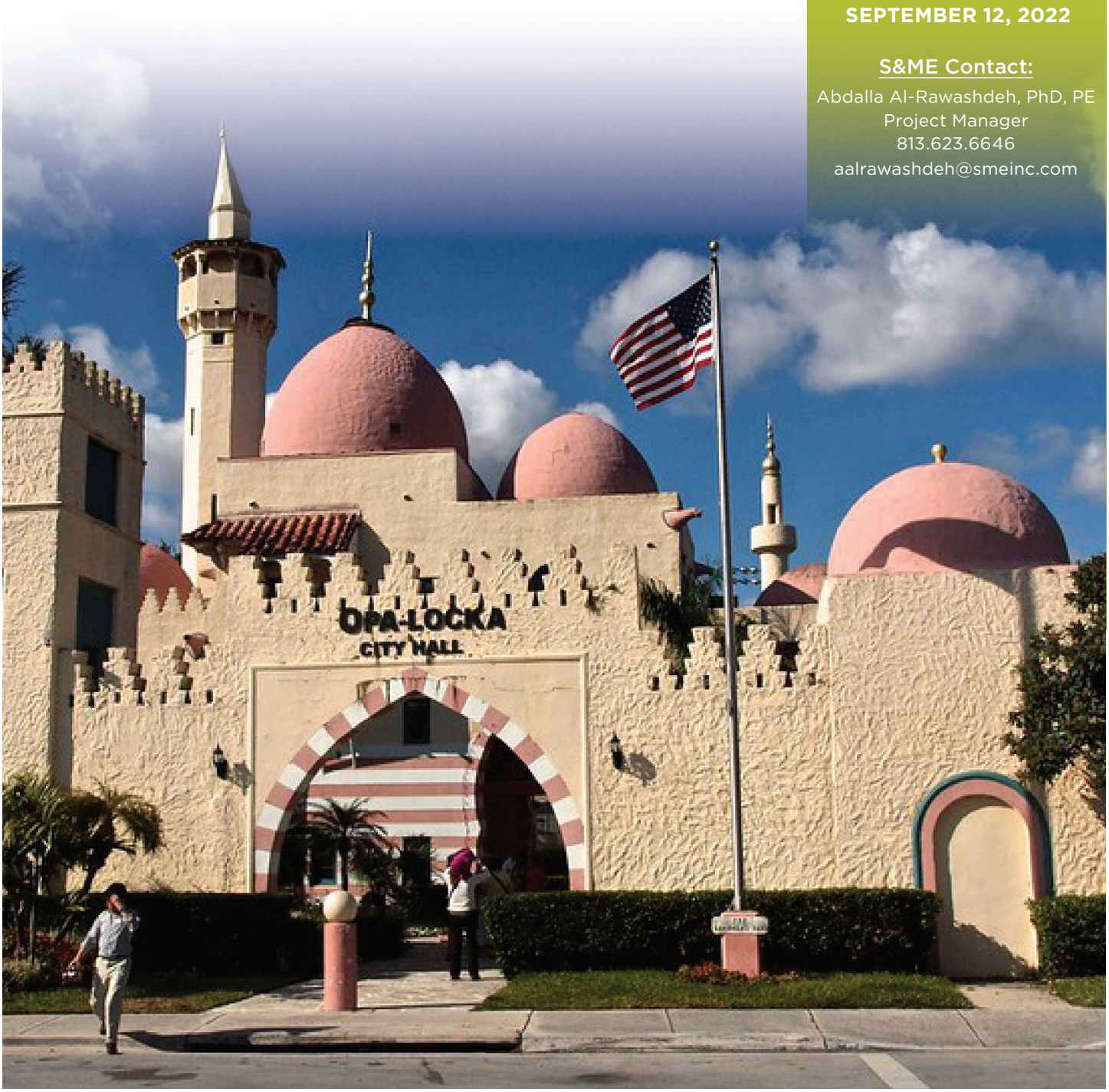


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LETTER OF TRANSMITTAL

2

BUILT FOR VERSATILITY

September 12, 2022

City of Opa-locka
Office of the City Clerk
Joanna Flores, City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Attention: Ms. Joanna Flores

Reference: RFP Bid# 22-0912200 – Pavement, Sidewalk, and Additional City Assets Condition Assessment

Dear Selection Committee:

S&ME, Inc. (S&ME) offers the following benefits to support our selection for the City of Opa-locka Pavement and Sidewalk Assessment and Assets Management Program:

- **Experienced Team** – Our staff has the experience, qualifications, and technical competence to perform the Pavement Survey and Evaluation services from field surveys to designs and Pavement Management Program implementation. The varied experience and large pool of pavement engineers and technicians allows us to assign professionals who specialize in your pavement-specific issues. We understand the benefits of having the right personnel and equipment for each specific project and are committed to meeting these needs.
- **Proven History of Delivering Similar Pavement Projects** – We recognize the importance of delivering quality services within specified timeframes. We have consistently delivered a variety of pavement projects within agreed upon schedule requirements. We have consistently demonstrated the ability to mobilize the appropriate manpower and resources to provide deliverables in a timely manner.
- **Comprehensive Pavement Group** – S&ME was founded as a geotechnical and materials testing firm and has been designing and evaluating pavements for over 40 years. In 2016, the Transportation Business Unit took this one step further in establishing a Pavement Design Group, which is primarily dedicated to designing, analyzing, and investigating pavements. This group of highly trained and experienced engineers and technicians has one of the most current, comprehensive geotechnical and pavement testing fleets on the east coast. We are capable of performing a wide range of pavement related services for the City of Opa-locka.
- **Experienced in a Wide Range of Pavement-Related Topics** – We are familiar with a wide range of pavement types, procedures, guidelines, and specifications including the Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), and American Society for Testing Materials (ASTM). ***In 2021, S&ME performed similar pavement services on 812 centerline miles of roads maintained by Columbia County, Georgia.***

BUILT FOR VERSATILITY

We have a well-established relationship with state transportation departments having supported numerous state projects, from local routes to large-scale projects, and are currently conducting pavement surveys for North Carolina State Routes (approximately 62,000 miles annually). We understand the expectations to complete projects within schedule and budget.

S&ME appreciates the opportunity to present this proposal to perform pavement condition index (PCI) survey and evaluation services. The purpose of our services is to evaluate existing pavements with respect to current condition and provide pavement-related recommendations for repairs and maintenance. This proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for those services. These services will be performed in general accordance with our Services Agreement and incorporated as part of this proposal.

Please contact us if you have questions or require additional information.

Sincerely,
S&ME, Inc.

Abdalla Al-Rawashdeh, PhD, PE
Project Manager
aalrawashdeh@smeinc.com

Vladimir Mitchev, PE
Pavement Engineer

Philip Erbland, PE
Principal Engineer & Senior Reviewer

Stewart Laney
Vice President-Transportation
Company Officer

GENERAL INFORMATION

3

FIRM INTRODUCTION

S&ME CORE VALUES

- LISTEN FIRST
- WORK & GROW TOGETHER
- DO THE RIGHT THING & DO THINGS RIGHT
- DO WHAT YOU SAY
- LEAD FROM WHERE YOU ARE
- BE SAFE

Headquarters
3201 Spring Forest Rd.
Raleigh, NC 27616
smeinc.com
(919) 872 - 2660

Tampa Office
111 Kelsey Lane, Suite E
Tampa, FL 33619
(813) 623-6646

Orlando Office
1615 Edgewater Drive,
Suite 200
Orlando, FL 32804
(407) 975-1273

Project Manager:
Abdalla Al-Rawashdeh
aalrawashdeh@smeinc.com
(813) 623-6646

BUILT FOR VERSATILITY

S&ME is a comprehensive engineering firm with 30+ offices across the United States. Incorporated in 1973 in Raleigh, NC, S&ME is owned by our 1,100 plus employees who remain faithful to our core values. Open Monday-Friday, 8:00am-5:00pm, we are intimately familiar with the transportation infrastructure needs, plans, and development of our region's cities and towns and understand the challenges that local governments face when it comes to planning and forecasting infrastructure projects. S&ME is not a parent or subsidiary in a group of firms/agencies.

S&ME has been providing pavement services to clients for over 40 years. The company brings comprehensive pavement engineering knowledge, practices, and technologies to assess existing pavement and sidewalk structural and functional conditions, to estimate remaining service life, and to develop alternative pavement and sidewalk preservation and rehabilitation strategies based on life-cycle cost analysis. Our dedicated Pavement Services Group specializes in a variety of pavement testing, survey, analysis, and design services, which positions S&ME as a pavement industry leader. The City of Opa-locka Pavement, Sidewalk, and Additional City Assets Condition Assessment is consistent with the work we routinely perform.

S&ME has an impressive mobile fleet of pavement testing equipment which we can deploy quickly to project sites. **With local offices in Orlando (39 employees) and Tampa, FL (29 employees), we can be where you need us, when you need us.**

S&ME is licensed to do business in the State of Florida and currently holds pavement services on-call contracts with the North Carolina, South Carolina, West Virginia, Virginia, and Tennessee Departments of Transportation, and our highly-trained Pavement Services Group has performed pavement condition surveys on over 400,000 miles of road.



STATE OF FLORIDA BUSINESS LICENSE

FLORIDA DEPARTMENT of STATE — DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Manage/Change with E-Filing /

Welcome/Login | Report & Update Information | Final Review | Payment

Business Name	Type	Document Number	Filing Fee
S&ME, INC.	**Foreign Profit Corporation**	**F93000000770**	**$61.25**

File Date	Mar 10, 1993
Filing State or Country	NC
Status	Active

1 of 6 - Review and Edit Your Information

FEI/EIN Number	56-0791580	Edit FEI/EIN Number

Principal Address

2724 Discovery Drive
Suite 120
RALEIGH, NC 27616 US

Edit Principal Address

Mailing Address

2724 Discovery Drive
Suite 120
RALEIGH, NC 27616 US

Edit Mailing Address

STATE OF FLORIDA BUSINESS LICENSE

Registered Agent Name / Signature

Registered Agent
COGENCY GLOBAL INC.

Edit Agent / Signature

Registered Agent Information

Registered Agent Address
115 North Calhoun St.
Suite 4
Tallahassee, FL 32301 US

Edit Address

Officer/Director Detail

Title Director
BROWN , KEITH C
2724 Discovery Drive
Suite 120
Raleigh, NC 27616 US

Edit or Delete Officer

Title Landscape Architect Compliance Officer
READ , CARRIE
1615 Edgewater Drive, Suite 200
Orlando, FL 32804 US

Edit or Delete Officer

Title VP
SWEITZER , SHANNON
2724 Discovery Drive
Suite 120
Raleigh, NC 27616 US

Edit or Delete Officer

Title President
RYAN , MATTHEW D
2724 Discovery Drive
Suite 120
RALEIGH, NC 27616 US

Edit or Delete Officer

Title Secretary
TZORTZIS , RACHEL
2724 Discovery Drive
Suite 120
RALEIGH, NC 27616 US

Edit or Delete Officer

Title VP
KRAMER , GEORGE
1615 Edgewater Drive Suite 200
Orlando, FL 32804 US

Edit or Delete Officer

Add New Officer/Director?

Important Notice: You may now list all principals (i.e., officers, directors, managers, authorized representatives, etc.) on your online annual report. Our office no longer accepts attachments.
If no additional officers/directors are needed, move on to Step 2.

STATE OF FLORIDA BUSINESS LICENSE

2 of 6 - Order a Certificate of Status?

Do you want a Certificate of Status?

○ Yes ◉ No

⚠ Certificate costs $8.75. The Certificate cost will be added to the Filing Fee.

Move on to the Final Review

Cancel - Return to Filing Screen

Florida Department of State, Division of Corporations

PROJECT APPROACH

4

UNDERSTANDING & APPROACH

Project Understanding

The S&ME team understands that the City of Opa-locka is seeking to conduct a comprehensive pavement and sidewalk survey of the City's maintained roadway and walkway surfaces. We are proposing to perform a system-wide pavement analysis which will include providing Pavement Condition Index (PCI) values for road segments within the City's system in accordance with ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys" This survey will provide the City with the information and technical resources to make informed strategic investments in their roadway maintenance, repair, and rehabilitation plans and procedures.

The goal of this pavement evaluation and survey will be to create a comprehensive plan including the baseline current condition, identify possible areas in need of repair or rehabilitation, and develop a continual maintenance plan (minimum of 5 years). This plan will be useful in identifying the best use of available funding while also aiming to maximize the benefit/cost ratio by evaluating the obtained data using pavement management software.

The S&ME Team will work together to execute key milestones and activities for this project.

- S&ME will perform condition evaluation, sidewalk, ADA ramps, Curb and Gutter for the for the same pavement network (about 95 miles of the pavements in the City of Opa-locka System):
  - Sidewalk to be geospatially located and evaluated for: width and thickness verification, faulting for griding, cracking, depression, and broken and need replacement.
  - The Americans with Disabilities Act (ADA) Ramps to be geospatially located and evaluated for: Standard Specification Type, slope verification, faulting, cracking, and detectible warning installation.
  - Concrete Curb and Gutter to be geospatially located and evaluated for: Standard Specification Type, length and width, slope and positive drainage, cracking, and settlement.
  - Once the concrete assets surveys have been completed, S&ME will coordinate with Opa-locka personnel to identify priority areas. After priority areas are identified S&ME will prepare a summary report detailing our methodology, the results of the survey, and a discussion on the steps for developing a comprehensive repair and rehabilitation plan.
- S&ME will geospatially locate all Storm Water Inlets, Manholes, and Water Valves. S&ME will evaluate the existing condition of each structure with respect to:
  - The depth of the structure from the surface of the pavement.
  - Drainage of the storm water inlet and the integrity of the structure itself.
  - For manholes and water valves, the condition of the cover, depression, and the elevation of the cover with respect to the crown of the road.
  - For fire hydrant, any car accident damage, the condition of the valves, leaking, paint, and pressure test if required.
- S&ME will geospatially locate all Traffic Signs and evaluate all of them based on the current condition: faded, painted, twisted, tilted, bended, damaged, on the ground, or if its missing.
- S&ME will geospatially locate all Pavement Markings and evaluate all of them based on type (Left Turn, Right Turn, Crosswalk, etc.) and the current condition: good, fair, critical.
- S&ME will geospatially locate all trees within the roadway ROW and evaluate all of them utilizing a certified arborist.

- S&ME will geospatially locate all street and sidewalk lights within the roadway ROW and evaluate all of them based on type (Sodium Vapor (HPS), Mercury Vapor, and LED, etc.), light quality (Lumens, Visibility, Obstruction, etc.) and current work condition utilizing a qualified Mechanical, Electrical, and Plumbing (MEP) engineering firm.

- For each ROW Asset, S&ME will prepare a summary report detailing our methodology, the results of the data collected, video recording, photos, and a discussion on the steps for developing a comprehensive repair and rehabilitation plan for each asset.

- S&ME will provide a GIS shapefile for each asset with condition evaluation for the City's use.

Approach to Fulfilling Scope of Services

The following sections describe the Project Team's approach to fulfilling the requested scope of services. The key Tasks included in this scope of services are as follows:

- **Task 1** - Kickoff and Progress Meetings;

- **Task 2** - Pavement Management Software;

- **Task 3** - Pavement Condition Index (PCI) Survey and Analysis;

- **Task 4** - Implement Pavement Management Software (Bid Alternatives);

- **Task 5** - Developing a comprehensive asset management plan for the roadway network;

- **Task 6** - Collect and Analyze Right of Way (ROW) Assets Inventory (Curb and Gutter, Pavement Markings, Sidewalk and ADA ramps, Traffic Signs, and Manhole Covers)

Task 1 – Kickoff and Progress Meeting

- S&ME Team will manage the project and coordinate the work with the City representative and Project Manager.

- S&ME will contact the City Project Manager on a regular basis so that the Project Manager is kept current with the status of the project. On a bi-weekly basis, S&ME will submit a schedule update to the City representative/Project Manager in writing so that department directors and managers may be formally updated on the status of committed scope to the Board of Commissioners and the Public.

- S&ME will conduct a Project Kickoff Meeting with the City representative/Project Manager to ensure that the overall scope of the project is understood, including the roles and responsibilities of both S&ME and all City representatives/project manager. This meeting initially focuses on project management, non-technical issues including schedule and budget review, general project goals including deliverables, and delivery of City supplied data.

Task 2 – Pavement Management Software



- During the initial phase of the project, S&ME will partner with the City to establish not only the preferred method of data collection but also the segments to be utilized during the pavement assessment data collection. S&ME will provide Ciry of Opa-locka with Software package options for pavement management that will be best suited to the system, application, and desired outcome that will meet the City's needs. S&ME is familiar with a variety of pavement and asset management software and knowledge of the available in the market. Multiple pavement management software applications are available, which vary from the user friendly and basic (PAVER) to the comprehensive (CityWorks, Cartegraph, StreetSaver, AtlasView, or AgileAssets Pavement Analyst). Each application has

advantages and cost implications.



S&ME will:

- Assist in defining the City's goals and objectives for the pavement management applications;
- Assist in defining the "must have" components and "would be nice" components;
- Research various pavement management applications within the industry;
- Provide a comprehensive review and comparison of pavement management software that matches the above criteria along with cost information (if available); and
- Assist in determining which software application meets your objectives and provides you with the most value moving forward with your Pavement Program.

Task 3 – Pavement Condition Index (PCI) Survey and Analysis

- S&ME will coordinate with the City of Opa-locka Team to develop a schedule for performing the pavement condition surveys. S&ME will complete coordination and schedule development within 2 weeks of receiving notice to proceed.
- S&ME will perform a comprehensive pavement evaluation survey for about 95 lane miles of the pavements in the City of Opa-locka System in accordance with ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys." This survey will include assigning a pavement condition index (PCI) value for each accessible segment throughout the entire system. A PCI value will be calculated for each evaluated segment based on a detailed observation which is intended to compile the frequency and severity of the following distresses: load/fatigue cracking, block cracking, reflective cracking, rutting, raveling, bleeding, corrugation, loss of sections, edge distress, general ride quality, and patching.
- Data collection for the requested segments of the project to include periodic representative photographs.

Task 4 – Implement Pavement Management Software

- S&ME will utilize the selected pavement management software in addition to Survey123 data collection software in order to calculate a PCI for each segment and upload it the selected system.
- S&ME will import updated inventory data into PMS using latest version of GIS data.
- S&ME will provide network condition survey teams with updated inventory data.
- S&ME will import condition data from Survey123 into PMS.
- S&ME will input construction history into PMS.
- S&ME will input programmed work into PMS.

- S&ME will carry out optimization analysis based on proposed budget to produce network master file.
- S&ME will build optimization analysis, reports, and views using network master file.
- Results from analysis phase are fed back into GIS Data Source for necessary updates.

Task 5 – Developing a Comprehensive Asset Management Plan

- Once the surveys have been completed, S&ME will coordinate with the City of Opa-locka personnel to identify priority areas. After priority areas are identified S&ME will prepare a summary report detailing our methodology, the results of the survey, and a discussion on the steps for developing a comprehensive repair and rehabilitation plan. Reports will include GIS files of mapped PCI values, digital exhibits, and/or tables showing levels of distress of the pavements and overall condition assessment by zone or segments.
- We will work with the City to set forth a One-Year and Five-Year maintenance plan based on the City's budget and goals.
- The initial 1 year license for the selected pavement management software will be provided by S&ME under our contract.
- We will meet with the City to discuss the results, answer any questions, and provide a training on the selected pavement management software and integration with the Cinty's current system.

Task 6 – Collect and Analyze Right of Way (ROW) Assets Inventory (Curb and Gutter, Pavement Markings, Sidewalk and ADA ramps, Traffic Signs, Fire Hydrants, Trees, Streetlights, Water Valves, and Manhole Covers)

Depending on the City's objectives and budget, additional assets such as sidewalks, curb and gutter, pavement markings, trees, streetlights, fire hydrants, signs and signals can be inventoried using multiple procedures. We will assist the City of Opa-locka with developing an asset inventory/inspection plan for the assets of interest. Additional assets can be inventoried using georeferenced photos or using mobile LiDAR and continuous video. If the City is interested in existing additional asset conditions, our Team could develop a Sidewalk and Curb Condition Surveys program and perform mobile retro reflectometer scans to evaluate pavement markings.

The data collected during this initial phase of the project will aid in our pavement condition survey phase of the project. Evaluation criteria would include important attributes, such as pavement distresses, as well as water valve/manhole adjustments, wheelchair ramp repairs, existing pavement markings, and drainage issues to better assist with the City's collaborative efforts with other departments.

The breadth and specificity of the asset inventory can be negotiated with the City upon award. S&ME is willing to adapt our asset inventory data collection and procedures to meet the needs of the City.

The following sections will outline our experience, qualifications, and proposed schedule, and it describe the methodology for our proposed services.

EXPERIENCE AND QUALIFICATIONS

5

EXPERIENCE OF S&ME

Experience

S&ME has been providing pavement services to clients for over 40 years. The company brings comprehensive pavement engineering knowledge, practices, and technologies to assess existing pavement structural and functional conditions, to estimate remaining service life, and to develop alternative pavement preservation and rehabilitation strategies based on life-cycle cost analysis. Our dedicated Pavement Services Group specializes in a variety of pavement testing, survey, analysis, and design services, which positions S&ME as a pavement industry leader. The City of Opa-locka Pavement, Sidewalk, and Additional City Assets Condition Assessment is consistent with the work we routinely perform.

The following completed and ongoing projects are similar to the needs presented in the RFP:

- Columbia County System Wide Pavement Evaluation
- NCDOT Secondary Roads Pavement Condition Surveys
- York County Pavement Condition Survey



COLUMBIA COUNTY SYSTEM WIDE PAVEMENT EVALUATION

COLUMBIA COUNTY, GA | JULY 2021 – NOVEMBER 2021 | S&ME

S&ME recently performed a comprehensive pavement evaluation survey for nearby Columbia County, Georgia. The current network consists of approximately 812 centerline miles of county-maintained arterial, collector, and local roads. Our pavement evaluation services consisted of assigning a pavement condition index (PCI) value for all county-maintained road segments. PCI values are determined by performing a detailed reconnaissance of each road segment within the network; observing the existing conditions; and documenting the presence, extent, quantity, and severity of observed pavement distresses in general accordance with ASTM D6433. A visual survey allows for a team to evaluate the road in-person in real time versus in the automated surveys, analysis must be done post collection on a computer by a technician. The distresses identified for each road segment were quantified and input into a pavement management software where a PCI value was calculated. **One concern for the City was that the collection software and data would be able to be integrated in their current CityWorks asset management software. We provided several options for visual survey data collection and were able to provide a solution using Paver that could be incorporated with their system. The data was then transposed into a GIS shapefile to be uploaded into Columbia County's CityWorks™ asset management software.**

The PCI values obtained are currently being utilized by S&ME and county representatives to assess the existing network's condition and determine a comprehensive rehabilitation, repair, and maintenance program to align with current and future funding allocated to infrastructure improvements. The comprehensive plan will be developed to improve the existing pavement conditions across the county network while also considering other factors such as: ensuring equitable distribution of funding to each of the county districts; improving the condition of priority routes; and grouping repair/remediation activities to account for mobilization proximity.

REFERENCE

R. Kyle Titus, PE
Columbia County, GA
630 Ronald Reagan Dr., Building A, East Wing, Evans, GA 30809
706.312.7456 | ktitus@columbiacountyga.gov

KEY PERSONNEL

- Shea Vincent, PE
- Vladimir Mitchev, PE, MBA
- Mostaqur Rahman, PhD, PE

NCDOT SECONDARY ROADS PAVEMENT CONDITION SURVEYS

STATEWIDE, NC | 2013–ONGOING | S&ME

S&ME successfully provided secondary road pavement conditions surveys for NCDOT from 2013 to 2017 and was re-selected to provide these services beginning in 2021. During the time period where automated surveys were conducted, NCDOT found that the automated surveys did not provide the results that they desired, the data appeared to be inconsistent, and deliverables were routinely delayed as the automated data collection takes significant time for analysis. In-person teams provided a more efficient and consistent pavement condition data for decision making. During the most recent annual survey consisting of approximately 61,300 miles, S&ME provided fifteen, two-person survey teams working across the state. Each month, 2 to 3 divisions were due to the Pavement Management Group with the completion of all 14 divisions by the end of June. **S&ME was able to maintain NCDOT's tight timeline with the efficient use of teams and placement of personnel.** The PCS data collected was entered using Survey123 and Collector for ArcGIS via tablets, then shared with the NCDOT's Pavement Management Group for analysis. **The technicians were able to work offline when surveying parts of the state that had limited cell service. This involved downloading a section of a map and surveying the roads in the downloaded map before going back to a place of service to upload and sync to the NCDOT system.** When working online, the data would be delivered in real time to the NCDOT system as the teams completed each survey. Our teams were able to maintain consistent mileage collection and provided updated sections to roadways that needed to be split, shifted, added, or merged in the system.

REFERENCE

Matthew Whitley, PE
NCDOT
4809 Beryl Road Raleigh, NC 27606
919.835.8446 | mpwhitley@ncdot.gov

KEY PERSONNEL

- Vladimir Mitchev, PE, MBA
- Mary Rawls Whitby, PE



YORK COUNTY PAVEMENT CONDITION SURVEY

YORK COUNTY, SC | 2018 | S&ME

S&ME performed the pavement condition survey (PCS) of 460 miles of York County, SC, roads with data entered into the ArcPad database for use in decision-making regarding funding prioritization and optimization. S&ME used the Long-Term Pavement Performance (LTPP) PCS rating method recommended by the Federal Highway Administration (FHWA) to collect the following distresses: Alligator Cracking, Transverse Cracking, Block Cracking, Pathing and Potholes, Raveling, Rutting and Roughness, and Reflective Cracking.

REFERENCE

Steve Varnedoe, PE
Principal, The Kercher Group
1100 Navaho Dr. Ste. 125, Raleigh, NC 27609
302.894.1098 | svarnedoe@kerchergroup.com

KEY PERSONNEL

- Vladimir Mitchev, PE, MBA
- Mostaqur Rahman, PhD, PE, PMP

QUALIFICATIONS OF THE PROPOSED TEAM

Team Organization

Our project team has worked together on similar projects in various capacities. Our team has the experience to achieve the client needs and expectations of the City. S&ME has a qualified, seasoned, and efficient team of professionals that will devote the time needed to effectively execute this project, achieve milestones, and deliver results. Our team has been involved in many projects in the public sector and is familiar with the processes and systems, as well as the expectations and responsibilities involved.

Abdalla Al-Rawashdeh will be the overall Project Manager for this project. Abdalla understands the nuances and attention to detail required for this project and has 5 years of experience managing 3,400 Center Line (CL) miles of pavement for Hillsborough County, FL. Abdalla will work tirelessly so that the project remains on schedule and he will maintain continuous communication with the City of Opa-locka and the project team. Abdalla will also aide in providing quality control and support on the pavement management software application, budgeting, pavement rehabilitation and preservation programs, GIS review, and daily activities as the project advances.

Vladimir Mitchev, PE will serve as the technical expert for the pavement management and asset collection, and will be supported with pavement design, recommendations, and analysis from team members **Mostaqur Rahman, PhD, PE; Rami Chkaiban, PhD, EIT; Mary Rawls Whitby, PE; and Shea Vincent, PE.**

David Homans will lead GIS services during the initial project phases, data collection, and fieldwork**.**

ORGANIZATIONAL CHART



Abdalla Al-Rawashdeh, PhD, PE
Project Manager



Vladimir Mitchev, PE, MBA
Pavement Survey Lead



Shea Vincent, PE
Pavement Survey QC/QA



Rami Chkaiban PhD, EIT
Pavement Design



Mostaqur Rahman, PhD, PE, PMP
Project Engineer/ PMS



David Homans
GIS Services



Mary Rawls Whitby, PE
Pavement Preservation

Abdalla Al-Rawashdeh, PhD, PE

Project Manager



Assets Management Engineer with superior experimental, technical, computer, and analysis-related skills applied to Assets condition assessments (roadway and airport pavement, intersections, sidewalk, and bridges), assets maintenance and preservation, implementing assets management systems (MicroPAVER, AgileAssets), and developing plan and design options for feasible Assets rehabilitation and maintenance.

PROJECT ROLE

Pavement Engineer
Project Manager

LOCATION

Tampa, FL

EDUCATION

- BS, Mechanical Engineering, Jordan University of Science and Technology Jordan, 2004
- MS, Civil Engineering, Ohio University, Athens, OH, 2008
- PhD, Civil Engineering, Ohio University, Athens, OH, 2012

YEARS OF EXPERIENCE

Abdalla joined S&ME in 2022 with 16 years of experience.

- 8 Years in pavement Design and Pavement Management Systems.
- 8 Years in Pavement Material Testing Labs.

REGISTRATIONS

- PE, FL #78590
- PE, MI #62545

Key Projects and Assignments

*Hillsborough County FY2021 Local Roads Pavement Rehabilitation Program

Hillsborough County, FL | 2021

Hillsborough County's sidewalk network consists of about 3059 centerline miles. Abdalla worked as the Project Manager and the EOR for this $9.36 Million project. He prepared pavement design reports and design plans. *Owner/client contact: Marcello Tavernari, PE, Section Manager, Hillsborough County Technical Services Division/Assets Management, (813) 460-5211, TavernariM@hillsboroughcounty.org*

*Hillsborough County FY2020 Surtax Pavement Rehabilitation Program

Hillsborough County, FL | 2020

Abdalla worked as Project Manager and the EOR for this project. He coordinated PCI inspection, geotechnical investigation, and project development (sidewalk and ADA ramps improvement). Abdalla prepared pavement design reports and design plans. *Owner/client contact: Marcello Tavernari, PE, Section Manager, Hillsborough County Technical Services Division/Assets Management, (813) 460-5211, TavernariM@hillsboroughcounty.org*

*Hillsborough County FY2018 & FY2019 Local Roads Pavement Rehabilitation Program

Hillsborough County, FL | 2018 - 2019

Abdalla worked as Project Manager and the EOR on this $15 Million project. He coordinated PCI inspection, geotechnical investigation, project development (sidewalk and ADA ramps improvement) and prepared pavement design reports, design plans, and bid documents. *Owner/client contact: Marcello Tavernari, PE, Section Manager, Hillsborough County Technical Services Division/Assets Management, (813) 460-5211, TavernariM@hillsboroughcounty.org*

*Hillsborough County FY2018 Major Roads – Roadway Resurfacing, Reclamation, and Recycling

Hillsborough County, FL | 2017 - 2018

Abdalla worked as Project Manager and Pavement Designer for this $18 Million project. He coordinated PCI inspection, geotechnical investigation, and project development (sidewalk and ADA ramps improvement). *Owner/client contact: Marcello Tavernari, PE, Section Manager, Hillsborough County Technical Services Division/Assets Management, (813) 460-5211, TavernariM@hillsboroughcounty.org*

**Experience with previous employer.*



PROJECT ROLE
Project Manager/
Pavement Engineer

LOCATION
Raleigh, NC

EDUCATION
- MBA, UMASS Amherst, 2012
- MS, Civil Engineering, University of Architecture, Civil Engineering, and Geodesy, Bulgaria, 1997

YEARS OF EXPERIENCE
Joined S&ME in 2016 with 16 years of experience

REGISTRATIONS
- PE, NC # 031484
- PE, SC # 31481
- PE, IN # 36843
- PE, GA #047581
- PE, VA #40206544

CERTIFICATIONS
- Lean Six Sigma Yellow Belt

Vladimir Mitchev, PE

Pavement Survey Lead

Vladimir joined S&ME in September of 2016 after sixteen years with the Pavement Management Unit at NCDOT. His focus at S&ME includes pavement design for new and rehabilitation roadway and airport projects as well as pavement testing, analyses, and evaluation.

Key Projects and Assignments

NCDOT Secondary Roads Pavement Condition Survey

Statewide, NC | 2017–Ongoing

Project Manager for the annual Pavement Condition Survey of all 62,000 miles of secondary roads in the state. Provided project management, quality assurance and coordinated the survey teams delivering visual pavement conditions surveys.

Winding River Plantation Pavement Condition Survey

Brunswick County, NC | May–June 2018 & June-August 2022

Project Manager for the project. Coordinated the team and provided quality assurance for a visual pavement condition survey of the approximately 14-mile-long roadway network, including the condition of the installed drainage boxes. Based on the calculated pavement condition rating and observed distress, prepared and provided a five-year pavement plan including preservation and rehabilitation alternatives with cost estimates.

TDOT Pavement Testing On-Call

Statewide, TN | 2021 – 2024

S&ME is performing pavement testing services as part of an ongoing Pavement Testing On-Call contract with TDOT's Asset Management Division. As client manager for the contract, Vlad coordinates field teams, leads the technical analysis after data collection, communicates with quality control teams, acts as main point of contact for TDOT for any questions or concerns, and supervises final review for data delivery. Total budget for this project is $3,000,000 for a three-year period.

Blue Ridge Parkway FDR Pavement Rehabilitation, Maymead/FHWA

Various Counties, NC | 2022-Ongoing

Project Manager for the pavement FDR preconstruction services of the project. Reviewed FHWA specifications, planned and coordinated pavement testing, pavement design verification, FDR field sampling and laboratory FDR mix designs preparation. This, fifty-three (53) miles long project consists of FDR pavement rehabilitation and construction of various sections of Blue Ridge Parkway. This, fifty-three (53) miles long project consists of FDR pavement rehabilitation and construction of various sections of Blue Ridge Parkway. As part of S&ME's team, collaborated with the contractor, FHWA and the FDR contractor to achieve desired project quality and long-term pavement performance.



PROJECT ROLE
Project Engineer / Project Manager

LOCATION
Duluth, GA

EDUCATION
BS, Civil Engineering, Auburn University, 2012

YEARS OF EXPERIENCE
Joined S&ME in 2013

REGISTRATIONS
- Professional Engineer, (GA Reg. No. 42735)
- ICC Commercial Building Inspector (8325990)
- Georgia Soil and Water Conservation Commission - GSWCC Level 1B Erosion Control (72077)

PROFESSIONAL MEMBERSHIPS
- American Concrete Institute (Georgia Chapter)
- American Society of Highway Engineers (Georgia Chapter)
- Southeast Cement Promotion Association

W. Shea Vincent, P.E.

Pavement Survey QC/QA

Mr. Vincent has over nine years of experience providing geotechnical, construction materials testing, and Special Inspection services for numerous transportation, infrastructure, retail, commercial, manufacturing, and industrial warehouse projects. Mr. Vincent has a particular concentration in pavement evaluation, design, and construction and has collaborated with owners, property managers, paving contractors, engineers, and transportation departments on numerous pavement-related projects. Mr. Vincent is intimately familiar with various pavement design and analysis methodologies including AASHTO, FHWA, FAA, and the Georgia Department of Transportation.

Key Projects and Assignments

Coweta County Full Depth Reclamation (2018, 2019, 2020, 2021 & 2022)

Coweta County, Georgia

Mr. Vincent has served as the project engineer and project manager for five consecutive years of Coweta County Full Depth Reclamation (FDR) projects. Full depth reclamation designs were developed by Mr. Vincent for the planned roadway repairs based on laboratory testing of materials obtained along each road segment. For each year's project, Mr. Vincent also managed the construction observation and materials testing services. With S&ME's assistance, Coweta County has successfully utilized full depth reclamation to repair and rehabilitate over 85 centerline miles of their road network in the last 5 years.

Columbia County - County-Wide Pavement Condition Survey

Columbia County, Georgia

Mr. Vincent served as a project manager and pavement evaluation expert for the comprehensive pavement evaluation survey for Columbia County, Georgia. The pavement evaluation services consisted of the evaluation of over 812 centerline miles of the County's network and assigning pavement condition index (PCI) values for each segment. The PCI values were used to establish a thorough understanding of the network's condition and to establish a comprehensive rehabilitation, repair, and maintenance program to improve the pavement conditions across the County. Repair and maintenance approaches were developed by Mr. Vincent and his colleagues to plan and assign a 5-year repair and rehabilitation strategy based on the County's available funding.

Forest Parkway Pavement Evaluation & Full Depth Reclamation

Clayton County, Georgia

Mr. Vincent served as the project engineer and project manager for this project. The project consisted of a pavement evaluation using visual and destructive testing methods. Our pavement evaluation report recommended full depth reclamation (FDR) repairs for the approximate 2 ¾ mile long, 4 to 5-lane roadway which was assessed to require 2 FDR designs. Services included roadway sampling, laboratory analysis, full depth reclamation design, and reporting in accordance with GDOT sampling and mix design criteria.



PROJECT ROLE
Pavement Engineer

LOCATION
Charlotte, NC

EDUCATION
- PhD, Civil Engineering, University of Nevada, Reno, NV, USA, 2021.
- MS, Civil Engineering, University of Nevada, Reno, NV, USA, 2017.
- MS, Civil Engineering, Ecole Centrale, Nantes, France, 2016.
- BS, Civil Engineering, Lebanese University, Roumieh, Lebanon, 2016

YEARS OF EXPERIENCE
Joined S&ME in 2021 with 7 years of research experience.

REGISTRATIONS
- (NV) EI #0T8534

MEMBERSHIPS
- Transportation Research Board (TRB) AKM40 and AKG90
- American Society of Civil Engineers
- Association of Asphalt Paving Technologists
- International Society for Asphalt Pavements

Rami Chkaiban, PhD, EIT

Pavement Design

Dr. Chkaiban is a Pavement Engineer for S&ME's Transportation Business Unit. He has seven years of research experience in the transportation engineering field. Rami's efforts at S&ME include pavement forensics, pavement condition index (PCI) surveys and assessments, pavement design, asphalt mix designs, Falling Weight Deflectometer (FWD) testing and analysis, Ground Penetrating Rader (GPR) surveys, and research.

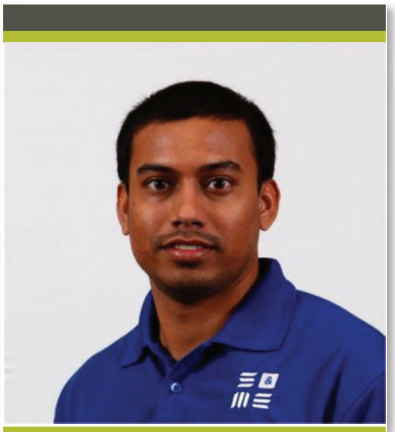
Key Projects and Assignments

VDOT I-64 Pavement Testing
2022
Rami served as pavement engineer on this project, creating pavement designs for new pavement and rehabilitation treatment design for exiting pavements and future pavement sections. He outlined benefits of each rehabilitation design for VDOT personnel. Rami was responsible for FWD and GPR data analysis. In addition to conduct Q&A sessions with VDOT personnel about the design suggestions best-practices and deliverables. *Owner Contact: Mike Wells, PE, 804-328-3174, Michael.wells@VDOT.Virginia.gov.*

Tennessee Department of Transportation Pavement Testing
Region 1 & 2, TN | 2021 - 2024
Rami severed as a pavement engineer responsible for the FWD testing, FWD analysis, and cores layer analysis and documentation. Conducted core layers analysis to help TDOT update pavement database and records. Rami was also responsible for homogenous pavement sections analysis and layer thickness determination using GPR data. Assisted TDOT in understanding GPR, FWD, and GIS outcomes and associated analyses for use in maintenance and rehabilitation strategies optimization. *Owner/Client contact: Mark Woods, TDOT, 615-532-3622.*

Statewide Aviation Pavement Engineering FWD
Kentucky | 2021 - 2022
Rami was responsible for FWD deflection basin analysis and pavement layers moduli back-calculation using different software and showcasing innovative methods to convert analyzed data as per client needs and help the airports engineers understand the consistency and integrity of the asphalt pavement and optimize the maintenance and rehabilitation plans. *Client Contact: Gary Sharpe, Palmer Engineering, gsharpe@palmer.net*

Pavement Evaluation and Engineering University of North Carolina, Asheville
Ashville, NC | 2022
Rami led the field and analysis team for this project, which conducted coring, hand augering, and Kessler Dynamic Cone Penetrometers (DCPs), soil classifications, and California Bearing Ratio (CBR) testing, and pavement design, pavement rehabilitation and re-construction suggestions. *Client contact: Robert Kun, Mattern and Craig, rnlkun@matternandcraig.com*



PROJECT ROLE
Pavement Engineer/
Associate Project Manager

LOCATION
Columbia, SC

EDUCATION
- BS, Civil Engineering, 2009, Bangladesh University of Engineering and Technology, Dhaka, Bangladesh
- MS, Civil Engineering, 2012, University of New Mexico, Albuquerque, NM
- PhD, Civil Engineering, 2017, University of South Carolina, Columbia, SC

YEARS OF EXPERIENCE
Joined S&ME in 2018 with 8 years of experience

REGISTRATIONS
- PE, FL #92353,
  PE, GA #047808,
  PE, KY #37244,
  PE, MI #6201067793,
  PE, NC #52420,
  PE, SC #39195,
  PE, TN #125433,
  PE, WV #25090

CERTIFICATIONS
- Project Management Professional (PMP)

Mostaqur Rahman, PhD, PE, PMP

Project Engineer / PMS

Dr. Rahman is a Pavement Engineer for S&ME's Columbia Location. He is currently serving as an Associate Project Manager. He has 8 years of research experience in pavement engineering field. Prior joining S&ME, Mostaqur completed his PhD from University of South Carolina with a dissertation entitled "Characterization of Subgrade Soil Resilient Modulus for MEPDG and the Effects on Pavement Rutting". He graduated with his MS from University of New Mexico where his thesis title was "Alternative to PCI based and MicroPAVER based Maintenance Solutions for Airport Pavements." His focus at S&ME includes Pavement forensics, pavement maintenance and rehabilitation recommendations, life cycle cost analysis, and Pavement Condition Index (PCI) surveys and assessments.

Key Projects and Assignments

Columbia County Pavement Condition Survey
Columbia County, GA | 2021
Project Engineer responsible for pavement condition survey and evaluation. A comprehensive pavement evaluation survey for about 812 miles of the pavements in the Columbia County System, GA was performed. This survey includes assigning a pavement condition index (PCI) value for each accessible segment throughout the entire system. A PCI value was calculated for each evaluated segment based on a detailed observation which intended to compile the frequency and severity of the following distresses: fatigue cracking, block cracking, reflective cracking, rutting, raveling, bleeding, general ride quality, and patching according to ASTM D 6433.

York County Pavement Condition Survey
York County, SC | 2018
Pavement Engineer for the Pavement Condition Survey (PCS) of 460 miles of York County, SC roads. Coordinates the survey teams delivering visual pavement conditions surveys. This PCS involved riding each segment and observing and quantifying the severity and extent of each pavement distress. The Long-Term Pavement Performance (LTPP) PCS rating method recommended by the Federal Highway Administration (FHWA) was used to collect various distresses.

Winding River Plantation Pavement Condition Survey
Bolivia, NC | 2018
Pavement Engineer for a pavement condition survey of the 14 miles of asphalt pavement roadways and parking lots with Winding River Plantation which was performed using the NCDOT pavement survey standard. Pavement Design and Analysis Engineer for the project. Obtained core samples, conducted Kessler Dynamic Cone Penetrometer Tests (DCP) and analyzed the existing pavement structure including to provide pavement recommendations. Provided pavement design for all roadways.

**Experience with previous employer.*

Mary Rawls Whitby, PE

Pavement Preservation



Mary Whitby is an Associate Project Manager for S&ME's Transportation Business Unit based in Raleigh. She is active in the development of S&ME's Pavement Group specializing in pavement testing, analysis, and design. She has worked with municipalities, large DOT's, and aviation clients on various pavement and geotechnical projects.

PROJECT ROLE
Associate Project Manager

LOCATION
Raleigh, NC

EDUCATION
- MS, Civil Engineering, NC State University, 2016
- BS, Civil Engineering, NC State University, 2014
- BA, Mathematics, Meredith College, 2014

YEARS OF EXPERIENCE
Joined S&ME in 2016

CERTIFICATIONS
- PE (NC): 051583

MEMBERSHIPS
- Women in Transportation Seminar-Triangle Chapter (2016-Present); Treasurer 2018-Present
- Transportation Research Board-AHD20 Pavement Maintenance Committee (May 2017-Present)
- Transportation Research Board-AFD90 Pavement Surface Properties and Vehicle Interaction Committee (February 2018-Present)

Key Projects and Assignments

NCDOT Statewide Secondary Roads Pavement Condition Survey

Statewide, NC | January 2021-June 2021

Project manager for the contract. I coordinate 15 teams of two as they survey all 100 counties of the state. I track survey mileages, hours, and expenses on the project as well as handle day to day questions from the technicians. I keep NCDOT informed and work closely with them to deliver the data in a timely and efficient manner. Our teams provide NCDOT with data to inform their divisions on the condition of their roads to guide future rehabilitation and maintenance decisions.

TDOT On-Call Pavement Testing

Region 1 & 2, TN | July 2021 - Present

Project manager for the contract. I coordinate field teams to perform falling weight deflectometer testing, ground penetrating radar, coring, and dynamic cone penetrometer testing on a as needed basis. FWD and GPR analysis are performed on the collected data to provide pavement structural value and thicknesses. The data and analyses provided to TDOT is used in the evaluation of treatment plans for their resurfacing program on interstates and state routes.

Division 3 Pavement Testing, Analysis and Design Task Order

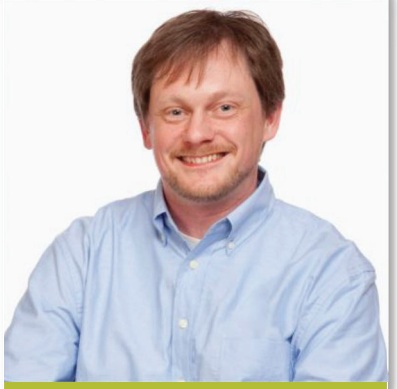
Division 3, NC | June 2019-Septemer 2019

As part of the 2017-2019 Materials and Tests Pavement On-call contract, was a lead engineer in the field conducting Falling Weight Deflectometer Testing, coring, dynamic cone penetrometer testing and visual survey for over 27 road segments in Division 3 as part of their three-year Pavement Rehabilitation Plan. She performed the analysis the collected data and provided a written report with the results and recommendations for the pavement sections.

City of Durham Pavement Designs

Durham, NC | December 2019 to January 2020

Coordinated field activities for coring and dynamic cone penetrometer testing on 9 roadways within the City of Durham. The purpose was to evaluate the existing condition of the roadway and provide rehabilitation and reconstruction recommendations for the City. Developed the final report to the client.



PROJECT ROLE
GIS Analyst

LOCATION
Charlotte, NC

EDUCATION
- BS, Environmental Science and Biology, 2002, Valedictorian. Allegheny College, Meadville, PA
- MS, Ecology, 2006, University of Georgia, Athens, GA

YEARS OF EXPERIENCE
Joined S&ME in 2007 with three years' experience

TECHNOLOGICAL SKILLS
- ArcMap 10.8, Spatial Analyst and 3D Analyst Extensions
- ArcGIS Collector / ArcGIS Online
- AutoCAD
- Keyhole Markup Language (KML) / Google Earth
- Python Language
- Trimble Pathfinder and TerraSync Software
- Microsoft Access
- Microsoft Office

D. David Homans

GIS Services

Mr. Homans is Natural Resources / GIS Professional in S&ME's Charlotte office. His experience includes GIS development and mapping using ESRI ArcGIS and Google Earth platforms, GIS data acquisition, environmental data management, GPS data collection and plotting, AutoCAD figure generation, and programming in Python language. Additionally, Mr. Homans is experienced in Section 404/401 stream and wetland assessment and permitting, fluvial geomorphology assessment using total station equipment, benthic macroinvertebrate monitoring and identification, freshwater fish monitoring, aquatic ecology, and permit compliance monitoring.

Relevant Projects and Assignments

Tennessee DOT Pavement Testing On-Call Services
Tennessee | 2021 – Present
Primary GIS / GPS data manager for on-call pavement testing contract for TDOT. Oversaw GPS data processing and GIS data deliverables for pavement testing operations. Developed GIS data processing procedures for linear referencing of large scale GPR, coring and FWD datasets, and integration of GIS data with tabular data.

Duke Energy North Carolina T-030 Pipeline Project
Franklin and Wake Counties, North Carolina | 2017 – 2021
Primary GIS / GPS data manager for Nationwide Permit 12 authorization of a 38-mile cross-country pipeline project. Oversaw GPS data collection of stream and wetland features, integration of past consultant GIS mapping, and prepared GIS-based maps of delineations and proposed project impacts. Prepared mapping and documentation for Pre-Construction Notification including calculating stream and wetland impacts and impacts to regulated stream buffers. Assisted in generating calculations and mapping for sediment and erosion control design.

Mallard Creek WWTP PCB Decontamination Project
Charlotte, North Carolina | 2015-2019
Primary data manager for post-decontamination sampling. Developed software tools for management of a highly complicated sampling effort involving thousands of decontamination samples across an entire municipal wastewater treatment plant. These tools allowed field data, site photographs, and laboratory data to be seamlessly configured into a Google Earth (KMZ) file for distribution to the client. Additionally, developed spatial tools to generate random sampling schemes for large areas that had been decontaminated.

SCHEDULE

6

SCHEDULE OF WORK

S&ME understands that every project is different and conveys its own set of unique challenges. Our approach to delivering exceptional client experience includes providing our clients with Critical Path Method (CPM) Scheduling. Our experienced CPM scheduler utilizes programs such as Microsoft Project and Primavera P6 to create and update CPM schedules. This allows for logical facilitation of project progress and completion of challenging deliverables within deadline driven environments. Detailing accurate logic, durations, and calendars results, project schedules can be tracked and modified when required to adapt to project changes. In addition, S&ME's CPM scheduler can either prepare or review third-party Time Impact Analysis (TIA) to evaluate how project changes impact the completion schedule as well as evaluate any delay claims that may be generated. S&ME will use CPM schedules along with 3-week look ahead schedules as tools to not only track progress but determine potential issues before they affect project completion. The ability of our team to make suggestions for specific adjustments helps to keep projects on schedule.

S&ME will work with the City to establish a project schedule that will meet the City's needs as well as clearly establish major milestone dates. We will also establish Hold Points in the schedule which will represent the City/S&ME Project Update and Coordination Meetings. Based on our understanding of the Request for Proposal, the major activities for this project will include:

Key Project Milestones	
Data and Records Review	» Review, verify and update the current GIS road network existing shapefile. » Review all maintenance and rehabilitation activities conducted by the City of Opa-locka, including the infrastructure project for the last 8 years.
Pavement Condition Survey	» Perform pavement condition survey for the entire roadway network.
Review / Data Validation / Decision Tree	» Our team will review the data and perform a data validation analysis to include asset inventory and a system pavement evaluation.
5-Year Projected Pavement Rehab. Program	» Prepare a 5-year projected Pavement Rehabilitation Program that shall document the street segments to be improved in each year, the type of rehabilitation strategy recommended, and the associated costs in such a way as to ensure maximum performance of the street network.
Final Pavement Management Program Report	» Prepare a Final Pavement Management Program Report based on the data and analyses performed throughout the study.
Continued Services	» Furnish the City of Opa-locka Engineering Department with the selected PMS software and license needed to maintain and update the database and provide training and support.

Anticipated Project Schedule	Month 1				Month 2				Month 3				Month 4			
WEEK	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Notice to Proceed / Kickoff Meeting																
Data and Records Review																
Pavement Condition Survey																
Update Meeting with City																
Review and Data Validation																
Update Meeting with City																
5-Year Projected Pavement Rehab. Program																
Update Meeting with City																
Final Pavement Management Program Report																
Continued Services																

METHODOLOGY

Pavement Evaluation and Pavement Management Plan

We have considered the needs specific to the City of Opa-locka and are seeking to provide the most cost-effective and comprehensive planning effort. Based upon our extensive experience in pavement surveys and management, we will provide an assessment of the current street conditions to help serve as a baseline for the City in their pavement management system. We will also provide a multiple year maintenance and rehabilitation plan and help train the City's personnel on how to utilize the selected pavement management software and integrate it with the City's current system.

As the first step in this process, we will perform a records review of the available information the City can provide. This may include a review of provided as-built documents, GIS data, performance data, traffic studies, accident history, construction history, as well as discussions with maintenance personnel.

We recommend conducting a visual survey of the nearly 356 miles of the City's paved surfaces. We will deploy teams to perform the visual pavement assessments. During the visual surveys, various pavement distress conditions will be evaluated, quantified, and documented on a computer or tablet. We will also document the pavement distresses with photographs, which will be retained in a digital file. Once the pavement distresses are evaluated and tabulated, a pavement condition index (PCI) will be calculated by using a defined value for each distress and severity which is deducted from a PCI value of 100 to arrive at a final pavement condition index. The PCI provides a measure of the present condition of the pavement based on the distress observed on the surface of the pavement, which also provides an indication of the structural integrity and surface operational condition (localized roughness and safety). PCI rating has a scale between 0 to 100. A basic condition description of each category is as follows:

PCI	Condition
86 to 100	**Good**
71 to 85	**Satisfactory**
56 to 70	**Fair**
41 to 55	**Poor**
26 to 40	**Very Poor**
11 to 25	**Serious**
0 to 10	**Failed**

The PCI information will help guide recommendations for maintenance, rehabilitation, and preservation on the street system. The PCI helps provides a rational basis for determining maintenance, repair needs, and priorities. Additionally, we can assess continuous pavement thickness, pavement structural properties, pavement smoothness, and pavement friction values for street segments where existing traffic and pavement conditions suggest additional engineering analyses might be needed to achieve long-term pavement performance.

A report showing the results of the investigation including pictures of problem areas will be developed. Deliverables will contain a narrative report, including schematic maps, digital exhibit maps, tables showing levels of distress of the pavement, and overall condition assessment by road or road segment. We will utilize FDOT's Pavement Design Manuals and PA.C.E.S. to calculate Pavement Condition Index (PCI) using the selected pavement management software. Then, pavement maintenance and rehabilitation plans will be developed based on the pavement survey results and the selected software.

Pavement survey data collected will consist of load/fatigue cracking, block cracking, longitudinal and transverse/reflective cracking, rutting, oxidation/ raveling/ weathering, bleeding, ride quality/ surface the structural integrity and surface operational condition (localized roughness and safety). PCI rating has a scale between 0 to 100. A basic condition description of each category as follows:

- Alligator / Fatigue Cracking – Percentage of the section exhibiting each of the three severity levels: L (Light), M (Moderate) and S (Severe).
- Block Cracking – Percentage of the section exhibiting each of the three severity levels:L (Light), M (Moderate) and S (Severe).
- Longitudinal and Transverse Cracking – Percentage of the section exhibiting each of the three severity levels: L (Light), M (Moderate) and S (Severe).
- Rutting – Percentage of the section exhibiting each of the three severity levels: L (Light), M (Moderate) and S (Severe).
- Oxidation / Raveling and Weathering – Percentage of the section exhibiting oxidation.
- Bleeding – Percentage of the section exhibiting each of the three severity levels: L (Light),M (Moderate) and S (Severe).
- Ride Quality / Surface Defects / Bumps / Sags – Percentage of the section exhibiting each of the three severity levels: L (Light), M (Moderate) and S (Severe).
- Patching / Potholes – Percentage of the section exhibiting each of the three severity levels: L (Light), M (Moderate) and S (Severe).

The assessed severity and frequency of each pavement distress will be estimated and classified utilizing a tablet computer. Photographs of the distresses observed will also be periodically documented. In addition, our field data collection will include roadway physical characteristics.

Working with the City's current and expected future budget, we will assist the City in developing a road maintenance and rehabilitation plan. Criteria for developing the plans include (in descending order of importance):

- Best value to the street users (preservation is preferred to replacement)
- Minimize short-term road shutdowns for maintenance
- Long term street users experience (aesthetics, minimizing cuts and patches)

In addition, certain streets, or areas of neighborhoods will be prioritized based on remaining service life, distress levels, traffic conditions, or street types. Deliverables will include tables and maps showing the recommended pavement maintenance for 2022 and projected for 2023-2026. Maps will present roads selected for maintenance, and the maintenance technology recommended (e.g., crack sealing, chip seal, microsurfacing, cape seal, double microsurfacing, fog seal, overlays, mill & overlay, deep mill & overlay, Full Depth Reclamation (FDR), etc.).

Collect and Analyze ROW Assets Inventory (Curb and Gutter, Pavement Markings, Sidewalk and ADA Ramps, Traffic Signs, and Manhole Covers)

- S&ME will coordinate with the County to conduct a records review to include GIS Data for proposed assets (e.g,. Sidewalk, ADA Ramps, Curb and Gutter, Traffic Signs, etc.) performance data, traffic studies, assets construction history, sidewalk and ADA ramps accident histories, and discussions with construction and maintenance personnel.

- S&ME will coordinate with the City of Opa-locka Team to develop a schedule to collect and analyze the ROW assets inventory. S&ME will complete coordination and schedule development within 2 weeks of receiving notice to proceed.

- S&ME will perform sidewalk, ADA ramps, Curb and Gutter for the for the same pavement network (about 95 miles of the pavements in the City of Opa-locka System):

    - Sidewalk to be geospatially located and evaluated for: width and thickness verification, faulting for griding, cracking, depression, and broken and need replacement.

    - The Americans with Disabilities Act (ADA) ramps to be geospatially located and evaluated for: Standard Specification Type, slope verification, faulting, cracking, and detectable warning installation.

    - Concrete Curb and Gutter to be geospatially located and evaluated for: Standard Specification Type, length and width, slope and positive drainage, cracking, and settlement.

    - Once the concrete assets surveys have been completed, S&ME will coordinate with Opa-locka personnel to identify priority areas. After priority areas are identified S&ME will prepare a summary report detailing our methodology, the results of the survey, and a discussion on the steps for developing a comprehensive repair and rehabilitation plan.

- S&ME will geospatially locate all storm water inlets, manholes, and water valves. S&ME will evaluate the existing condition of each structure with respect to:

    - The depth of the structure from the surface of the pavement.

    - Drainage of the storm water inlet and the integrity of the structure itself.

    - For manholes and water valves, the condition of the cover, depression, and the elevation of the cover with respect to the crown of the road.

- S&ME will geospatially locate all traffic signs and evaluate all of them based on the current condition: faded, painted, twisted, tilted, bent, damaged, on the ground, or if it's missing.

- For each ROW Asset, S&ME will prepare a summary report detailing our methodology, the results of the data collected, video recording, photos, and a discussion on the steps for developing a comprehensive repair and rehabilitation plan for each asset.

- S&ME will provide a GIS shapefile for each asset with condition evaluation for the City's use.

Selected Pavement Management Software

The initial license will be provided under our contract with the City. Any renewal or continual licensing will need to be purchased through the software provider. In collaboration with the City's engineers, we will discuss possible use and implementation of asset management software. We will use the selected pavement management software with basic tables to quantify distresses in the field, use Excel for the tabulation and prioritization of the roadway distress data, and then import it into the City's current system. This should require minimal training efforts of stakeholders while also providing the robust results intended.

- S&ME will provide the City the Key Features of the selected Pavement Management Software.
- Most PMS Software provide the following key features:
- Condition Assessments – Compliant with any City, County, or DOT's standards for all distresses
- Executive Performance Summary – Easy to read dashboard provides a quick overview of network status
- Analysis Engine – User friendly tool to create complex analysis of involved needs, budgets and performance targets
- Reports and Graphs – Over 90 time saving and high impact standard reports and graphs at a click of button
- Asset Management Solution – Fully integrated with roadway assets
- GIS Toolbox – Provides visual impacts of pavement results

We will obtain the streets GIS shapefile and other relevant GIS data from the City to import into ArcMap. Our staff will create appropriate pavement sections in the streets data for use in collecting/reporting the survey data. We can also use existing street sections, if previously established.

Recommended Services

- GPR survey data can be used on an as-requested or an as-needed basis by the City to verify the thickness of the pavement surface. Survey will be performed in general accordance with ASTM D4748 "Determining the Thickness of Bound Pavement Layers Using Short-Pulse Radar."
- Falling Weight Deflectometer (FWD) is recommended to be performed on approximately 5% of the City roadway network system. FWD testing can be performed on the outside and/or travel lanes as required at a 500 to 1,000-foot interval depending on testing rate in the field. FWD testing will be conducted with Dynatest Fast FWD (Model 8012, Serial Number 8012-014) equipped with geolocation support, and in accordance with ASTM-D4694. The FWD deflection data can be analyzed to assess the existing pavement layers, subgrade strength, and estimate pavement structural capacity. This information can be presented in a report.
- We assume that traffic control can be coordinated through the City and performed by City personnel in the interest of cost-efficiency.
- Pavement cores can be conducted at approximately 8 to 10 locations per day/night depending on traffic control restrictions. Core and extract the pavement surface materials with a diamond impregnated thin-walled core barrel. The thickness of the asphalt pavement section will be measured and recorded. Provide coring log with asphalt and base course thicknesses and Kessler DCP graphs to correlate the in-situ soil conditions with a CBR value. Asphalt core holes will be patched with a flexible material approved by the client, hand tamped and leveled with the pavement surface.

GPR Services

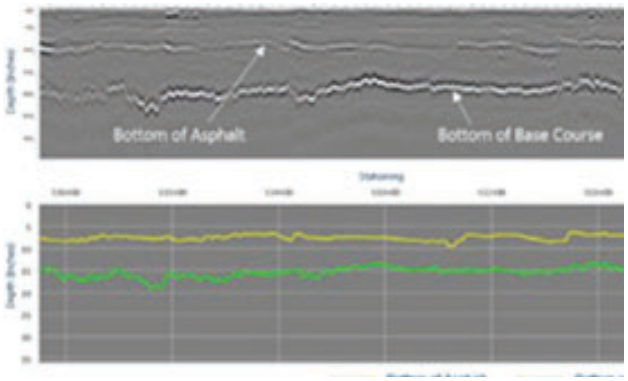


Our vehicle-mounted Ground Penetrating Radar (GPR) is used to determine the thickness of the existing pavement section. GPR gives an in-situ pavement section thickness and shows variations that may have occurred during asphalt paving and patching that may be used as data to assess a given issue.

This method is an efficient, cost-effective, and non-destructive method for characterizing variations in pavement structure and associated thicknesses of roadways. We will mobilize to the site based on City's required schedule to perform GPR services in general accordance with ASTM D4748 "Determining the Thickness of Bound Pavement Layers Using Short-Pulse Radar." We are also capable of performing GPR services in general accordance with ASTM D6087 "Standard Test Method for Evaluating Asphalt-Covered Concrete Bridge Decks." We own and maintain our GPR systems, which are fully mobile and able to be deployed in a timely manner. With thousands of miles of GPR data collected and processed by our experienced staff, from residential, City, to major DOT interstate projects, we have the capability to successfully provide GPR services for a wide range of projects.

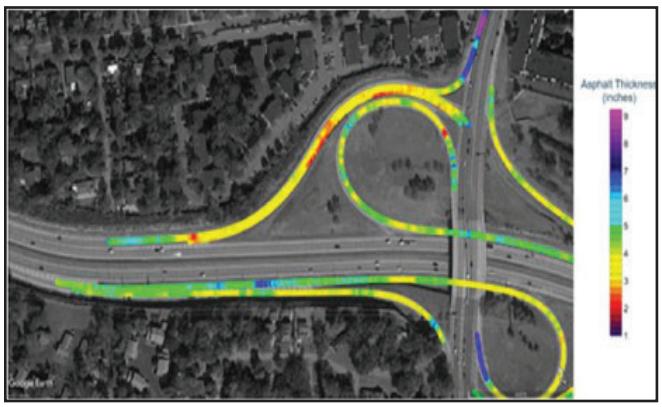
Once on site, a two-person crew will use a Geophysical Survey Systems, Inc. (GSSI) RoadScanTM SIR® 30 GPR system equipped with a 2 GHz horn antenna attached to a vehicle installed with the appropriate warning and safety devices. A distance measurement instrument (DMI) encoder is mounted to a wheel of our vehicle and a global positioning system (GPS) with an external antenna is used for geospatial positioning, which can be converted into centerline stationing using provided CAD or MicroStation files as required or available. Data collection paths can be customized using an adjustable hitch system that allows the antenna to be positioned anywhere behind the vehicle (e.g., directly behind the vehicle, within the wheel path, etc.) enabling safe operation while driving at the legal posted speed limit up to about 65 mph within the mainlines. A sampling rate of 2 scans per foot (i.e., every 6 inches) is generally used to obtain relatively high data density.

Our experienced staff will use the GSSI Radan® 7 GPR software package with the RoadScanTM module, which is specifically designed for the analysis of GPR data associated with infrastructure. Using coring information either from optimized locations guided by initial data processing of the GPR data (which is preferred), or from previously performed cores, interpreted pavement structure thicknesses are exported for each collected data path. Pavement thicknesses referenced using GPS positioning and/or stationing are typically provided in a spreadsheet format with other georeferenced color-coded deliverables provided as determined necessary.



Example Asphalt Thickness Plot (inches)

In addition, we will work directly with the City to export and/or modify our exported data spreadsheets for incorporation into the City's Linear Referencing System (LRS) and Pavement Management System (PMS) formats, as required.



Example Asphalt Thickness "Heat" Map

FWD Testing Services

The Falling Weight Deflectometer (FWD) is a tool that is utilized to determine the structural condition of a given pavement section which can be used for a number of applications. We are recommending that this be used on approximately 5% of the system on an "as-needed" basis, as determined by the system pavement evaluation.

FWD is a nondestructive testing device that quickly and efficiently evaluates pavement structural condition. We utilize the Dynatest FastFWD to help evaluate pavement structural condition in general accordance with ASTM D4694 (2015) procedures. Our engineers apply the FWD data to analyze structural condition for determining appropriate pavement rehabilitation activities.

Field services will consist of FWD testing utilizing S&ME's FastFWD Dynatest-8012 equipment per the client's schedule and project limits. Typical FWD testing is performed at 100- to 1,000-foot intervals, depending on the existing structural condition and the intentions of the survey, with the deflections resulting from the falling weight recorded using seven or more geophones. The FDOT FWD procedure will be utilized regarding the geophone spacing, number of drops, and impact load magnitude in general conformance with ASTM D4694 test method for deflections with a Falling Weight Type Impulse Load Device. At least one test with an approximate impact load of 9 kips will be applied with pavement deflections measured and recorded. After testing, deflection data will be processed and analyzed for each roadway section and report prepared consisting of FWD deflections and plots including the in-situ Subgrade Resilient modulus back-calculated from the FWD test results and pavement layer stiffnesses comprising pavement structural capacity. In addition, information regarding the existing pavement distress and severity level is recorded during FWD testing. FWD test locations are defined by GPS coordinates that are integrated into the FWD equipment.



FWD Data and Reporting

Deflection testing for pavements using the Falling Weight Deflectometer (FWD) or other nondestructive testing equipment provides a practical means to evaluate the in-situ structural condition of pavement structures. These data may be used to determine individual pavement layer properties such as modulus or overall pavement stiffness. FWD data also may be used in measuring the load transfer efficiency of rigid pavements. Deflection data may also be used to provide more efficient rehabilitation designs based on the actual in-situ conditions. The current state of practice utilizes the Falling Weight Deflectometer (FWD) to impart an impact load on the pavement structure and measure the resulting pavement surface deflections.

Back-calculated elastic moduli from FWD data may be used in concert with the 1993 AASHTO Guide for Design of Pavement Structures to estimate the effective pavement structural capacity. In this context, the AASHTO 1993 equations are used to estimate an effective pavement structure modulus and effective subgrade modulus and in turn are used to estimate the effective structural number for the pavement. That value can then be compared to the existing and/or future (forecasted) traffic loads and volumes to determine appropriate repair, rehabilitation, or remediation recommendations.

Testing patterns, sequencing and frequency for FWD testing can vary depending on the purpose of the testing. For selected roadway sections from the PMS analysis testing intervals should be determined based on the observed variability in pavement distress. In general, 30 tests should be used as a minimum if any statistical analysis is going to be performed for use in subsequent rehabilitation design. FWD testing on asphalt-paved roads is typically performed in the outside wheel path of the outermost lane, as this location provides the most comprehensive indication of the roadway's structural condition.

For this project pavement coring and Ground Penetrating Radar (GPR) testing will be used to determine the specific structural layers that are present. Representative measurement of the thickness of pavement layers is critical to providing reasonable back calculation results which can be used for rehabilitation design. In addition, caution should be used while testing on severely distressed areas to ensure these values are representative of the overall pavement structure.

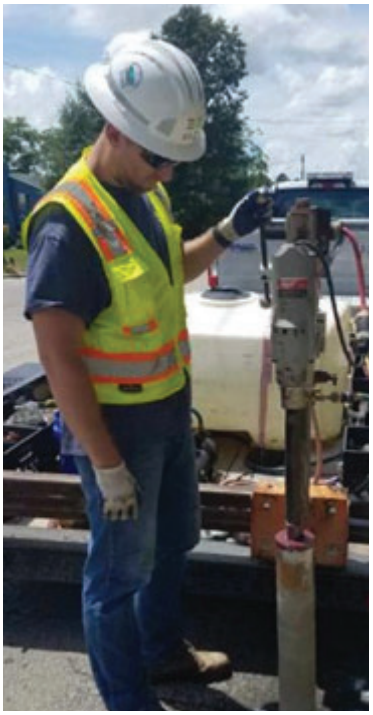
Pavement loading should also be considered when conducting the deflection testing, generally a 9,000 lb. load is used which simulates the single tire load normally applied by a loaded tractor-trailer. Care should be taken however when testing very thick or very thin structures to insure reasonable consistent results can be obtained. Adjustments to the drop weights or drop heights may be periodically needed.

Pavement Coring Services

In the interest of remaining cost effective, we are assuming that the City will be able to coordinate and provide traffic control services as needed during the Phase 2 tasks. Pavement cores and subgrade testing are commonly performed as part of Pavement Design Investigation (PDI) services. For this project, asphalt cores will be needed to support both GPR and FWD data reduction.

Asphalt cores along with Kessler Dynamic Cone Penetrometer (KDCP) testing will be used in conjunction with FWD testing to develop final pavement design recommendations. Typically, cores and KDCP testing will need to be performed at a minimum frequency of 1 core per mile with a 3 cores per segment minimum.

For our GPR services, pavement coring is needed to generally check that our GPR data is accurate and to cross-check potential anomalies identified by the GPR data. Representative measurements of the thickness of pavement layers are critical to providing reasonable back calculation results which can be used for rehabilitation design. Typically, cores associated with GPR data analysis services can be performed at a frequency of 1 core per mile.



Client Responsibilities

The Scope of Services, fee and project completion are contingent upon the following responsibilities being fulfilled by the Client:

- Provide shapefiles for the City roadway network
- Provide historical pavement construction and repair data, if available
- Provide data from previously performed coring operations, if available
- Provide traffic control for S&ME field services as needed.

Excluded Services

Without attempting to be a complete list of all services or potential services that will be excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal; however, they can be included provided the contract is revised accordingly:

- Traffic Control
- Geotechnical investigations/explorations
- Materials testing (other than those outlined in the above scope)
- Environmental services
- Inspection of repairs or maintenance operations
- Contract Development for bidding of pavement work

S&ME will provide any of the above listed services if requested.

Closing Remarks

S&ME believes being employee-owned helps us understand that for us to succeed, we must first help you succeed. We believe strongly that it is our responsibility to do our job with safety as a top priority, with efficiency of cost, with technical excellence, and with a client-first approach. Keeping all of this in mind helps guarantee not only a successful partnership, but it also enables us to support our clients in achieving a successful project.

Thank you for considering our proposal. If we can answer any questions or provide further clarification on any issues, please contact us.

PRICING FOR SERVICES

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any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

RFP NO: 22-0912200

PRICE PROPOSAL FORM

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $ 57, 500.00

SUBMITTED THIS 6th DAY OF September 2022.

BID SUBMITTED BY:

S&ME, Inc.	(704) 523-4726
Company	Telephone Number
Stewart Laney	(704) 525-3953
Name of Person Authorized to Submit Bid	Fax Number
	slaney@smeinc.com
Signature	Email Address
Vice President - Transportation	
Title	

REFERENCES

REFERENCES



COLUMBIA COUNTY SYSTEM WIDE PAVEMENT EVALUATION

R. Kyle Titus, PE
Columbia County, GA
630 Ronald Reagan Dr., Building A, East Wing,
Evans, GA 30809
706.312.7456 | ktitus@columbiacountyga.gov



NCDOT SECONDARY ROADS PAVEMENT CONDITIONS SURVEYS

Matthew Whitley, PE
NCDOT
4809 Beryl Road Raleigh, NC 27606
919.835.8446 | mpwhitley@ncdot.gov



YORK COUNTY PAVEMENT CONDITIONS SURVEY

Steve Varnedoe, PE, Principal
The Kercher Group
1100 Navaho Drive, Ste 125 Raleigh, NC 27609
302.894.1098 | svarnedoe@kerchergroup.com

ADDITIONAL FORMS

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PROPOSER QUALIFICATIONS

RFP NO. 22-0912200
PROPOSER QUALIFICATIONS

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: S&ME, Inc.

   Address: 1615 Edgewater Drive, Suite 200

   City, State, Zip: Orlando, FL 32804 Phone/Fax: (407) 975-1273

2. Check One: Corporation (x) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 1973 State in which Incorporated: North Carolina

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: March 10, 1993

5. **Name and Title of Principal Officers** **Date Elected:**

   Please see next page for a full list of Company officers.

6. The length of time in business: 49 years

7. The length of time (continuous) in business as a service organization in Florida: 29 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months. 1. Columbia County System Wide Pavement Evaluation
   2. NCDOT Secondary Roads Pavement Condition Surveys 3. York County Pavement Conditions Survey

9. A copy of County and/or Municipal Occupational License(s)
   Please see FDOT prequalification letter

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding*

COMPANY OFFICERS

Employee	Business Title	Location - Name	Area	Business Unit
Matt Ryan	President and Chief Executive Officer	S&ME-Raleigh Discovery	2920	Corporate
Adam Browning	Vice President and Business Analytics Manager	S&ME-Raleigh Discovery	2920	Corporate
Chris Headley	Vice President and Corporate Services Director	S&ME-Raleigh Discovery	2920	Corporate
Shannon Sweitzer	Senior Vice President and Business Unit Director	S&ME-Raleigh	2600	Transportation Services
Kelley Simons	Vice President and Director of Communications	S&ME-Raleigh Discovery	2920	Corporate
Lynne Musick	Vice President and Business Unit Director	S&ME-Nashville	3500	Development
Angela Musselwhite	Senior Vice President and Business Unit Director	S&ME-Greenville	2100	Geotechnical Services
Bill Schwartz Jr.	Senior Vice President and Business Unit Director	S&ME-Spartanburg	2300	Construction Services
Brad McLester	Senior Vice President and Business Unit Director	S&ME-Charlotte Ayrsley	2700	Energy Services
James Attaway	Vice President and Legal Counsel	S&ME-Raleigh Discovery	2920	Corporate
Dave Duke	Vice President and Safety Director	S&ME-Raleigh Discovery	2920	Corporate
Mary Scarbrough	Vice President and Chief Human Resources Officer	S&ME-Charlotte Ayrsley	2920	Corporate
Tommy Still	Vice President and Area Manager II	S&ME-Myrtle Beach	2350	Construction Services
Brian Glidewell	Vice President and Area Manager II	S&ME-Greensboro	2340	Construction Services
Kellie Ford	Vice President and Client Development Leader I	S&ME-Raleigh	2305	Construction Services
Adam Marr	Vice President and Area Manager I	S&ME-Duluth	2320	Construction Services
Wes Lowder	Vice President and Principal Project Manager	S&ME-Raleigh	2300	Construction Services
Eric Shaffer	Vice President and Senior Engineer-Project Manager	S&ME-Raleigh	2340	Construction Services
Randy Martin	Vice President and Quality Improvement Director	S&ME-Spartanburg	2980	Corporate
Mike Rowland	Vice President and Area Manager I	S&ME-Columbus	2720	Energy Services
Howard Perry	Senior Vice President and Senior Client Manager	S&ME-Spartanburg	2705	Energy Services
Chris Stahl	Vice President and Area Manager II	S&ME-Charlotte Ayrsley	2730	Energy Services
Tom Raymond	Vice President and Area Manager II	S&ME-Raleigh	2705	Energy Services
Larry Armstrong	Vice President and Principal Engineer-Project Manager	S&ME-Spartanburg	2705	Energy Services
Charles Oligee	Vice President and Area Manager II	S&ME-Huntsville	2440	Environmental Services
Chuck Black	Vice President and Client Development Leader II	S&ME-Charleston	2405	Environmental Services
Jim Killingsworth	Vice President and Area Manager II	S&ME-Charleston	2420	Environmental Services
Liz Porter	Vice President and Principal Scientist-Project Manager (GL)	S&ME-Knoxville North	2400	Environmental Services
Leira Douthat	Vice President and Area Manager II	S&ME-Knoxville North	2410	Environmental Services

COMPANY OFFICERS

Ken Barry	Vice President and Technical Principal Project Manager (GL)	S&ME-Knoxville North	2400	Environmental Services
Ken Warren	Vice President and Technical Principal Project Manager	S&ME-Charleston	2400	Environmental Services
Stanford J Lummus	Vice President and Principal Engineer-Project Manager	S&ME-Spartanburg	2400	Environmental Services
Keith C Brown	Senior Vice President and Area Manager II	S&ME-Raleigh	2130	Geotechnical Services
Matt Moler	Vice President and Area Manager II	S&ME-Greensboro	2150	Geotechnical Services
Kasey Trimble Mcwhorter	Vice President and Client Development Leader I	S&ME-Greensboro	2105	Geotechnical Services
Bethanie L Meek	Vice President and Area Manager II	S&ME-Columbus	2110	Geotechnical Services
Jeff Doubrava	Vice President and Principal Engineer-Project Manager	S&ME-Duluth	2100	Geotechnical Services
Billy Camp	Vice President and Technical Principal Project Manager	S&ME-Charleston	2100	Geotechnical Services
John C Lessley	Vice President and Technical Principal Project Manager	S&ME-Columbia	2100	Geotechnical Services
Aaron Goldberg	Vice President and Principal Engineer-Project Manager	S&ME-Charleston	2100	Geotechnical Services
Stewart Laney	Vice President and Area Manager II	S&ME-Charlotte Ayrsley	2620	Transportation Services
George M Kramer	Vice President and Area Manager II	S&ME-Orlando	2640	Transportation Services

FDOT PREQUALIFICATION LETTER

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 3, 2022

Sarah Matin, Client Development Leader
S&ME, INC.
1615 Edgewater Drive, Suite 200
Orlando, Florida 32804

Dear Ms. Matin:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI

FDOT PREQUALIFICATION LETTER

Group 13 - Planning

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
196.57%	173.21%	0.086%	Reimbursed	No	19.34%	12.40%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

CERTIFICATION REGARDING DEBARMENT

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

CERTIFICATION REGARDING DEBARMENT

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name Stewart Laney, Vice President - Transportation

DRUG-FREE WORKPLACE CERTIFICATION

CITY OF OPA-LOCKA
RFP NO. 22-0912200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Stewart Laney (Name) the Vice President - Transportation (Title/Position) of S&ME, Inc. (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

NON-COLLUSION AFFIDAVIT

September 6, 2022
Date

Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Stewart Laney **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Officer (Owner, Partner, Officer, Representative or Agent) of S&ME, Inc. the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Signature

Stewart Laney, Vice President - Transportation
Print Name and Title

9-6-22

Elizabeth Roop
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 7, 2026

NON-DISCRIMINATION AFFIDAVIT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____ Stewart Laney

Title: Vice President - Transportation

Sworn and subscribed before this

6th day of September, 2022

_____

Notary Public, State of ~~Florida~~ North Carolina

Elizabeth Roop

(Printed Name)

My commission expires: 2/7/2026

Elizabeth Roop
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires February 7, 2026

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

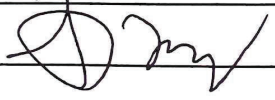
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: S&ME, Inc.

Authorized Signature: 

Print Name: Stewart Laney

Title: Vice President - Transportation

Date: September 6, 2022

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL INSURANCE AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES, INC. (ADMINISTRATOR OF THE FLORIDA MUNICIPAL INSURANCE TRUST) FOR PROPERTY, LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2022-2023; ACCEPTING AND IMPLEMENTING THE REQUIRED CONDITIONS AT A COST OF THREE MILLION, FOUR HUNDRED TWENTY-NINE THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS ($3,429,646.00), TO BE PAID IN INSTALLMENT PAYMENTS BY THE CITY; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS BY THE PROPER CITY OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there is a continual need for municipal insurance coverage to include general liability, automobile, property, and workers' compensation for the City of Opa-Locka ("City"); and

WHEREAS, since 2006 Florida Municipal Insurance Trust ("FMIT") has been providing the City with full insurance coverage (General Liability, Auto, Workers Compensation, Property and, new this year, Cyber Security). FMIT is an extremely proactive organization with a wide range of free services designed to assist their clients in implementing programs designed to improve safety and reduce losses. Customer service is responsive to the needs of the City; and

WHEREAS, the City desires to renew its current FMIT policy, administered by the Florida League of Cities, Incorporated; and

WHEREAS, coverage is based on employee compensation and the City's past history in experiencing Workers Compensation incidents; and

WHEREAS, the 2022-2023 annual renewal proposal from the Florida League of Cities for general liability, automobile, property, and workers' compensation coverage is Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Forty-Six Dollars ($3,429,646.00) for the City; and

WHEREAS, the Interim City Manager recommends the City pay the Florida Municipal Insurance Trust premium of Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Forty-Six Dollars ($3,429,646.00) in installment payments, to

provide the City with full insurance coverage for Fiscal Year 2022-2023; and

WHEREAS, the City Commission finds that execution of a renewal insurance agreement with the Florida League of Cities, Incorporated and payment of the premium in installment payments is overall in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Renewal of Insurance Agreement. The City Commission of the City of Opa-Locka, Florida hereby approves the execution of a Renewal Agreement between the City of Opa-Locka and the Florida League of Cities, Incorporated.

Section 3. Authorization of the Interim City Manager and Proper City Officials. The Interim City Manager and other proper City Officials are hereby authorized to execute any required documentation in order to implement the intent of this Resolution; the Interim City Manager is further authorized to pay the Florida Municipal Insurance Trust premium of Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Forty-Six Dollars ($3,429,646.00) in installment payments.

Section 4. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 5. Effective Date. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____

John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	Jan 11, 2023		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X						
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

Florida Municipal Insurance Trust FY 23 Premiums

Staff Summary:

Issue / Recommendation: Staff recommends that the City Commission authorize payment of the Florida Municipal Insurance Trust (FMIT) premiums for full insurance coverage for FY 23.

Background / History: Since 2006 FMIT has been providing the City with full insurance coverage (General Liability, Auto, Workers Compensation, Property and, new this year, Cyber Security). FMIT is an extremely proactive organization with a wide range of free services designed to assist their clients in implementing programs designed to improve safety and reduce losses. Their customer service is excellent and is immediately responsive to whenever the City is in need of information, guidance or assistance.

Current Activity: The City has received the renewal quote for FY 23. It was originally approximately $100,000 higher, but after extensive discussions, has been reduced to $3,429,646 as reflected in the below table where it is compared to both the FY 22 premiums and the FY 23 Budget.

Category	FY 22 Premium	Incr	FY 23 Budget	Incr	FY 23 Premium
General Liability	1,449,810	72,487	1,522,297	246,219	1,768,516
Cyber Security	-	-	-	2,391	2,391
Auto	115,140	1,151	116,291	8,300	124,591
Workers Comp	921,028	46,051	967,079	332,849	1,299,928
Property Insurance	167,115	8,357	175,472	58,748	234,220
Total Premium	2,653,093	128,046	2,781,139	648,507	3,429,646
By Fund					
General Fund				550,948	
Water-Sewer Fund				85,167	
Stormwater Fund				12,392	
Total Premium				648,507	

As indicated, the FY 23 premiums exceed the FY 23 Budget by $648,507 with the majority (85%) impacting the General Fund. These additional premiums are primarily attributable to two categories of coverage: General Liability and Workers Compensation.

General Liability – Staff has now learned that it is industry practice that one of the primary influencers of the General Liability premium is compensation rather than the number of employees who might create liability issues. The FY 23 Budget compensation reflects the AFSCME and PBA union settlements which substantially improved union member compensation from levels governed from contracts that expired in 2008 and 2014 respectively. Consequently, even though headcount growth in the FY 23 budget was 10%, the General Liability premium grew 22%.

Workers Compensation – This coverage is based on employee compensation and the City's past history in experiencing Workers Compensation incidents. Although it was known that compensation would be increasing, as noted in the previous section, the City had had several years of bad Workers Compensation experience. In preparing the FY 23 Budget, staff was informed by FMIT that one of the years of bad experience was dropping out of the rolling experience history and it was anticipated that a much better experience factor should offset much of the impact of increasing compensation. This improved experience factor failed to materialize. The growth was further exacerbated by subsequent research that indicated the compensation used in establishing the FY 22 Workers Compensation was significantly understated in comparison to the

budgeted compensation. This resulted in the FY 22 Workers Compensation premium being lower than it should have been, increasing the relative growth to the FY 23 premium.

As noted previously, FMIT offers a wide range of services to assist cities in identifying and correcting issues which cause higher premiums, and the City will be taking advantage of these programs to reduce premium growth.

Financial Impact: These increased insurance premium expense versus the budget will be addressed in a forthcoming budget amendment.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to pay the Florida Municipal Insurance Trust $3,429,646 in installment payments to provide the City with full insurance coverage for this fiscal year.

Attachment:

1. Renewal Quote

FLORIDA MUNICIPAL INSURANCE TRUST

Protecting the Communities We Call Home

RENEWAL QUOTE FOR 2022-2023

City of Opa-Locka

FMIT 0435

Coverage		Deductible	Limit	Premium
General/Professional Liability		$25,000	$1,000,000	$1,768,516
Cyber Liability		$25,000	$1,000,000	$2,391
Automobile Liability		$25,000	$1,000,000	$75,029
Automobile Physical Damage		Per Schedule		$49,562
Property		$2,500	$33,179,323	$234,220
Workers' Compensation Experience Modification	1.86	$0 10/1/22	Total Payroll $10,990,884	$1,299,928
TOTAL NET PREMIUM				$3,429,646

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL INSURANCE AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES, INC. (ADMINISTRATOR OF THE FLORIDA MUNICIPAL INSURANCE TRUST) FOR PROPERTY, LIABILITY AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2022-2023; ACCEPTING AND IMPLEMENTING THE REQUIRED CONDITIONS AT A COST OF THREE MILLION, FOUR HUNDRED TWENTY-NINE THOUSAND, SIX HUNDRED FORTY-SIX DOLLARS ($3,429,646.00), TO BE PAID IN INSTALLMENT PAYMENTS BY THE CITY; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS BY THE PROPER CITY OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, there is a continual need for municipal insurance coverage to include general liability, automobile, property, and workers' compensation for the City of Opa-Locka ("City"); and

WHEREAS, since 2006 Florida Municipal Insurance Trust ("FMIT") has been providing the City with full insurance coverage (General Liability, Auto, Workers Compensation, Property and, new this year, Cyber Security). FMIT is an extremely proactive organization with a wide range of free services designed to assist their clients in implementing programs designed to improve safety and reduce losses. Customer service is responsive to the needs of the City; and

WHEREAS, the City desires to renew its current FMIT policy, administered by the Florida League of Cities, Incorporated; and

WHEREAS, coverage is based on employee compensation and the City's past history in experiencing Workers Compensation incidents; and

WHEREAS, the 2022-2023 annual renewal proposal from the Florida League of Cities for general liability, automobile, property, and workers' compensation coverage is Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Forty-Six Dollars ($3,429,646.00) for the City; and

WHEREAS, the Interim City Manager recommends the City pay the Florida Municipal Insurance Trust premium of Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Forty-Six Dollars ($3,429,646.00) in installment payments, to

provide the City with full insurance coverage for Fiscal Year 2022-2023; and

WHEREAS, the City Commission finds that execution of a renewal insurance agreement with the Florida League of Cities, Incorporated and payment of the premium in installment payments is overall in the best interests of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Renewal of Insurance Agreement. The City Commission of the City of Opa-Locka, Florida hereby approves the execution of a Renewal Agreement between the City of Opa-Locka and the Florida League of Cities, Incorporated.

Section 3. Authorization of the Interim City Manager and Proper City Officials. The Interim City Manager and other proper City Officials are hereby authorized to execute any required documentation in order to implement the intent of this Resolution; the Interim City Manager is further authorized to pay the Florida Municipal Insurance Trust premium of Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Forty-Six Dollars ($3,429,646.00) in installment payments.

Section 4. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 5. Effective Date. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____

John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Chief Scott Israel			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*01-11-2023*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* To enhance public safety, the ShotSpotter program will identify, locate, and track active gunfire to assist the Police Department's response and investigation of these types of incidents.		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF NORTH MIAMI BEACH, FLORIDA FOR THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

This is a Mutual Aid Agreement between the City of Opa-locka and the City of North Miami Beach to receive and extend mutual aid in the form of law enforcement services to adequately respond to continuing multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people.

Financial Impact: There is no financial impact.

Proposed Action:

Staff recommends the Commission approve this resolution and authorize the Interim City Manager to sign the Mutual Aid Agreement with the City of North Miami Beach, Florida.

Attachment:

1. City of North Miami Beach, Florida Mutual Aid Agreement

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH, FLORIDA AND THE CITY OF OPA-LOCKA, FLORIDA

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this _____ day of _____, 2023 (Effective Date), by and between the City of North Miami Beach, Florida, a municipal corporation having its principal office at 17011 NE 19th Avenue, 4th Floor, North Miami Beach, Florida 33162, and the City of Opa-Locka, Florida having its principal office at 780 Fisherman Street, Opa-Locka, Florida 33054.

RECITALS

WHEREAS, it is the responsibility of the governments of the City of North Miami Beach, Florida, and the City of Opa-Locka, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of North Miami Beach Police Department or the City of Opa-Locka Police Department; and

WHEREAS, both parties desire to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of North Miami Beach, Florida and the City of Opa-Locka, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
(2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the City of North Miami Beach and the City of Opa-Locka have the authority under the Florida Mutual Aid Act, Sections 23.12 - 23.127 of Florida Statutes,

to enter into this Cooperation Agreement for law enforcement service which:

(1) Permits voluntary cooperation and operational assistance of a routine or emergency law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the City of North Miami Beach, Florida and the City of Opa-Locka, Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby voluntarily approve and enter into this Cooperation Agreement, whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any circumstances requiring law enforcement intervention such as, but not limited to, those circumstances enumerated within Section II of this Cooperation Agreement, as set forth pursuant to and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The parties to this Cooperation Agreement may request and render law enforcement assistance to each other for circumstances including, but not limited to, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police, or his/her designee, shall notify the Chief of Police, or his/her designee, from whom such assistance is requested. The Chief of Police, or authorized agency representative, whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

Mutual aid requested or rendered requires approval by the Chief of Police, or designee, of each agency subject to this agreement. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency subject to this agreement.

The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said officer, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance reasonably requested, including but not limited to, a follow-up written

report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter, and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police, or his/her designee, of the agency requesting assistance, when assistance is being rendered hereunder.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police, or his/her designee, of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.

4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the requesting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

(a) Employees of the City of North Miami Beach and the City of Opa-Locka, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

(b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

(c) The party that furnishes equipment pursuant to this Cooperation Agreement will be responsible for the cost of loss or damage to that equipment, and any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all

pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

(f) Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

(g) Should the City of North Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Opa-Locka shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the City of Opa-Locka receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of North Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

SECTION IX. FORFEITURE

(a) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act, for any matters which arise from a mutual aid event covered by this Cooperation Agreement.

(b) However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency.

(c) The municipality/agency pursuing the forfeiture action shall bear the exclusive right and responsibility to control, maintain and store the property. The costs for control, maintenance and storage of the property shall be subtracted from the proceeds prior to distribution.

(d) The property seized and forfeited in accordance with this agreement, and the

proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency.

(e) Any participating municipality/agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

(f) This Cooperation Agreement creates no rights or benefits in favor of third parties and there are no intended third party beneficiaries with regard to the provisions herein.

SECTION X. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16) (a) of the Florida Statutes (2021), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION XI. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until November 17, 2024. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XII. CANCELLATION

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2023.

CITY OF NORTH MIAMI BEACH	CITY OF OPA-LOCKA
_____	_____
HARVETTE S. SMITH	SCOTT ISRAEL
CHIEF OF POLICE	CHIEF OF POLICE
Date: _____	Date: _____

_____	_____
ARTHUR H. SOREY, III CITY MANAGER	DARVIN WILLIAMS INTERIM CITY MANAGER
Date: _____	Date: _____
_____	_____
ANTHONY DEFILLIPO MAYOR	JOHN H. TAYLOR, JR. MAYOR
Date: _____	Date: _____

ATTEST:

_____	_____
ANDRISE BERNARD, CMC CITY CLERK	JOANNA FLORES CITY CLERK
Date: _____	Date: _____

SIGNED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF	SIGNED AS TO FORM, LANGUAGE LEGALITY AND EXECUTION THEREOF
_____	_____
HANS OTTINOT, ESQ. INTERIM CITY ATTORNEY	BURNADETTE NORRIS-WEEKS, ESQ. CITY ATTORNEY

Sponsored By: Interim City Manager

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") TO OBTAIN A CONTRACTOR TO DEMOLISH THE EXISTING LAYOUT AND BUILD A POLICE STATION AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") to Demolish the Existing Layout and Build the Police Station at 780 Fisherman Street; and

WHEREAS, BEA Architects, Inc. was selected by the City Commission to provide professional Architecture and Engineering services for the design of the relocation of the Police station at 780 Fisherman St.; design base drawings and identify improvement requirements for successful completion; and

WHEREAS, a Request for Proposal (RFP) is required at this time in order to obtain the most responsive and responsible contractor to complete the construction phase of this project; and

WHEREAS, the firm selected will be generally responsible for (1) Demolition and Removal of Existing Interior Wall and Objects; (2) Removal of Interior Finished Floors; (3) Removal of Dropped Ceiling and Light Fixtures, and (4) Architectural, Fire Protection, and Mechanical Renovation, for Office Build-out; and

WHEREAS, the project further consists of, but is not limited to, demolition and renovation of interior walls and objects, as well as the removal of interior finished floors, existing acoustic ceiling tiles, and lighting. Existing electrical wiring is to be removed and pulled back to the electrical panel. Lighting on the exposed ceiling remains. Existing sinks are to be removed and the water and drain lines are to be capped. Mezzanine area will be removed. Playground equipment and other furniture, fixtures, and equipment are to be removed and returned to the owner. Ducts and mechanical conduits will be removed up to the air handling units and these units will be replaced. Electrical panels and switch gear will remain in place. Sprinkler lines will be removed, and the existing sprinkler head system will be modified and extended; and

WHEREAS, the future police station shall include office spaces, including a communication and record room, conference room, equipment storage room, police offices, and evidence room with an independent climate control system. A new security access system and metal detectors will also be installed; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP for the Demolition of the Existing Layout and Build the Police Station at 780 Fisherman Street, within the City and further authorize spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed appropriate.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", to Demolish the Existing Layout and Build the Police Department at 780 Fisherman Street, Suite 105, within the City and further authorizes the spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____

John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**	Adelina Gross		
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*01/13/2023*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Request for Proposal for Police Station Demolition and Interior Remodeling at 780 Fisherman Street Suite 105.

Staff Summary:

BEA Architects was selected by the City Commission to provide professional Architectural and Engineering services for the design of the relocation of the Police department at 780 Fisherman St. Design and base drawings and identification of improvement requirements have been successfully completed. A Request for Proposal (RFP) is required at this time to obtain the most responsive and responsible contractor to complete the construction phase of this project.

The following is the Scope of Work for this project:
1. Demolition and Removal of Existing Interior Wall and Objects.
2. Removal of Interior Finished Floors.
3. Removal of Dropped Ceiling and Light Fixtures.
4. Architectural, Fire Protection, and Mechanical Renovation, for Office Build-out.

The project consists of, but is not limited to, demolition and renovation of interior walls and objects, as well as the removal of interior finished floors, existing acoustic ceiling tiles, and lighting. Existing electrical wiring is to be removed and pulled back to the electrical panel. Lighting on the exposed ceiling remains. Existing sinks are to be removed and the water and drain lines are to be capped. Mezzanine area will be removed. Playground equipment and other furniture, fixtures, and equipment are to be removed and returned to the owner. Ducts and mechanical conduits will be removed up to the air handling units and these units will be replaced. Electrical panels and switch gear will remain in place. Sprinkler lines will be removed, and the existing sprinkler head system will be modified and extended.

The future police station shall include office spaces, including a communication and record room, conference room, equipment storage room, police officer offices, and evidence room with an independent climate control system. A new security access system and metal detectors will be installed.

Financial Impact

The only financial impact at this time will be the expenditure of up to $3,000 for advertising this RFP to ensure the broadest number of potential bidders are made aware of this opportunity.

Proposed Action:

Staff recommends the City Commission approve the RFP issuance to obtain the most responsive and responsible contractor for the Police Station Demolition and Interior Remodeling at 780 Fisherman Street, Suite 105.

Attachment:

1. Issued RFP
2. RFP for Construction of Police Department

City of Opa-locka

RFP NO: 23-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

CITY OF OPA-LOCKA
RFP NO. 23-XXXXXXX

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

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DEMOLISH THE EXISTING LAYOUT AND BUILD

THE POLICE STATION AT 780 FISHERMAN STREET STE 105

Sealed Proposals to DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105 will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, February 8, 2023 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 23-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Thursday, January 26, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09
Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

Joanna Flores, CMC
City Clerk

RFP NO. 23-XXXXXXX

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide and serve as project general contractor associated with **Demolishing the Existing Layout and Build the Police Station at 780 Fisherman Street STE 105.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Wednesday, February 8, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-XXXXXXX – Demolish the Existing Layout and Build the Police Station at 780 Fisherman Street STE 105.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD or USB in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

Project Description:

The project consists of, but is not limited to, the demolition of interior walls and objects, as well as the removal of interior finished floors, existing acoustic ceiling tiles, and lighting. Existing electrical wiring to be removed and pulled back to electrical panel. Lighting on exposed ceiling to remain. Existing Sinks to be removed and the water and drain lines to be capped. Mezzanine area to remain as depicted on drawings. Furniture, fixtures and other equipment to be removed and return to owner. Ducts and mechanical conduits to be removed up to the air handling unit. Air handling unit to remain in place. Electrical panels and switch gear to remain in place. Sprinkler lines and sprinkler heads to remain in place.

Scope of Work:

1. Demolition and Removal of Existing Interior Wall and Objects.

2. Removal of Interior Finished Floors.

3. Removal of Dropped Ceiling and Light Fixtures.

4. Area of work is 5,003 Square Feet.

The above description of the scope of work for this project is general & not all inclusive. Refer to drawings* & specifications for the complete scope to be provided.

Design Plans will be available upon request.

The proposal shall include the following:

1. **Understanding of the Scope of Work.**
   Describe your understanding of the work to be performed.

2. **Experience and Qualifications of Firm.**
   List similar projects successfully completed within the last five (5) years.

3. **Key Personnel.**
   Please provide the names and qualifications of the key personnel assigned to this contract.

4. **References.**
   Provide a list of references from the past and current clients within the last five (5) years.

5. **Schedule.**
   Contractor shall submit a timeline as to when each task will be completed.

6. **Fee Proposal.**
   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	20
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	40
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 23-XXXXXXX
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND BUILD THE

POLICE STATIONAT

780 FISHERMAN STREET STE 105

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip:_____Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation:_____State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date ofsuch authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business:_____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 23-XXXXXXX

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND BUILD

THE POLICE STATIONAT 780 FISHERMAN STREET STE 105

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

MOBILIZATION/DEMOLITION/ DISPOSAL:	PRICE
1. Demo existing office walls as per the proposed plan	
2 . Remove flooring	
3. Remove HVAC Duct as per demo plan	
4. Remove all electrical wiring and light fixtures as per demolition plan	
5. Remove all plumbing fixtures as per demo plan	
6. Remove all doors and equipment as per demo plan	
7. Dispose all debris in an approved facility	

FRAMING/DRYWALL/CEILING WORK:	
1. Frame all rooms as per proposed plan	
2. Install new grid system for acoustical ceiling tiles 3. Install insulation in wall cavity as per the plan	
3. Install drywall as per proposed plan	
4. Complete drywall with level 5 finish	
5. Install Doors and Locks as per plan	

FLOORING/BASEBOARD/PAINT	
1. Install tiles as per plan	
2. Install baseboard as per the proposed plan	
3. Paint all walls, and door frame as per the approved color	

BULLET PROOF GLAZING/METAL DETECTOR/WINDOW TINT	
1. Install approved glazing as per the plan	
2. Install metal detector as per plan	
3. Tint all exterior windows as approved by the city	

ELECTRICAL/LIGHTING	
1. Run wiring as per the proposed plan	
2. Install UL Certified LED Fixtures	
3. Ru Plumbing necessary for HVAC system as per plan	
4. Upgrade the panels as per the plan	

FIRE SPRINKLER/FIRE ALARM	
1. Rearrange fire sprinkler heads as per plan	
2. Install new fire alarm system as per plan	

GRAND TOTAL	

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

_____ Company

_____ Telephone Number

_____ Name of Person Authorized to Submit Bid

_____ Fax Number

_____ Signature

_____ Email Address

_____ Title

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. 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 paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly

rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by_____the
(Name)
_____ of_____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsored By: Mayor Taylor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 9, 2020, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Ordinance 20-12, adding Future Agenda Items to the Commission Agenda, seeking to give the City Manager the best opportunity to utilize City Staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, Future Agenda Items has required a majority vote to discuss an item at the following commission meeting and provides City Staff with guidance in the preparation of commission items, thereby giving items a better opportunity for passage and more clarity; and

WHEREAS, it is the intent of this Ordinance that any legislation to be considered by the City Commission shall be submitted to the City Manager for fiscal analysis no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the next regularly scheduled Commission Meeting. The City Manager shall serve as the central repository of agenda items, the City Manager will forward an Agenda Cover Memo and all supporting documents to the City Attorney no later than 5:00 p.m. on the Monday no later than nine (9) business days before the agenda is printed and disseminated; and

WHEREAS, the City Commission desires to amend Section 2-45 of Article II, Division 2, of the City of Opa-Locka's Code of Ordinances entitled "Agenda" to remove all reference to Future Agenda Item(s).

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 entitled "Agenda" to remove all reference to Future Agenda Item(s) with renumbering and lettering as necessary and shall read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

~~*(19) Future agenda items;*~~

(19~~2~~0) Mayor/commission reports;

(20~~2~~1) Official board appointments;

(21~~22~~) Adjournment.

~~(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.~~

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk' s office ~~no later than 12:00 p.m. on the Monday, four (4) business days~~ before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an

emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Other Language Remaining Same. All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. **Inclusion In Code.**

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ___ day of _____ 2023.

PASSED SECOND READING this ___ day of _____ 2023.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-Locka
Agenda Cover Memo

Department Director:				**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*01.11.2023*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					x		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
		x	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						x	x	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					x		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	x						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ▬ **Bus. & Economic Dev** ☐ **Public Safety** ▬ **Quality of Education** ☐ **Qual. of Life & City Image** ▬ **Communcation** ☐				
Sponsor Name	Mayor Taylor		**Department:** City Commission				

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending Article II, Division 2, Section 2-45 entitled "Agenda" to remove the section to include "Future Agenda Items" on the Regular City Commission Agenda.

Staff Summary:

The intent of Future Agenda Items was to allow staff adequate time to research and prepare agenda items. The City Commission would like to amend the legislation to remove Future Agenda Items due to the delay in presentation of legislation.

Upon approval, all requests for placement of legislation must be submitted to the City Manager for fiscal analyses no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled Commission Meeting. As the central repository of agenda items, the City Manager will forward the Agenda Cover Memo and supporting documents to the City Attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda it printed and disseminated.

Financial Impact- The City will incur no expense related to the proposed action.

Proposed Action:

Upon adoption of legislation staff will act accordingly to the legislation.

Attachment:

Ordinance No. 2020-12

1st Reading/Public Hearing: July 8, 2020
2nd Reading/Public Hearing: September 9, 2020
Adopted: September 9, 2020
Effective Date: September 9, 2020
Sponsored By: Commissioner Bass, Mayor Pigatt, Vice Mayor Davis

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 ENTITLED "AGENDA" TO ALLOW FOR A PORTION OF EACH REGULAR CITY COMMISSION AGENDA TO INCLUDE "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER, INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to give the City Manager the best opportunity to utilize city staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances to add "Future Agenda Item" to the Commission Agenda; and

WHEREAS, several cities have a portion of the regular City Commission agenda set aside for a discussion of "Future Agenda Items", which allows staff time to better prepare commission items following thoughtful discussion by the City Commission; and

WHEREAS, Future Agenda Items require a majority vote to discuss an item at the following commission meeting and provides city staff with more guidance in the preparation of commission items, thereby giving items a better opportunity for passage; and

WHEREAS, the City Commission finds that allowing a portion of each regular commission agenda to include "Future Agenda Items" is in the best interest of the City of Opa-Locka.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. Amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's City's Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. - Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future Agenda Items

(20) Mayor/commission reports;

((21~~0~~) Official board appointments;

(22~~1~~) Adjournment.

(d) Future Agenda Item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and

vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(~~d~~e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(ef) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk' s office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of City of Opa-Locka's Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 9th day of September, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Davis

VOTE:	5-0
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

Sponsored by:

ORDINANCE NO. 22-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AN AGREEMENT FOR THE EXCHANGE OF THE SURPLUS CITY PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN VSQUARED INVESTMENTS, LLC. AND CITY OF OPA-LOCKA, FLORIDA; AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 2, 2022, the City Commission of the City of Opa-Locka ("City") voted to approve the exchange of surplus property, identified by folio 08-2122-007-0270 with Property Owner, VSquared Investments, LLC for the property identified by folio 08-2122-000-0031; and

WHEREAS, City staff and representatives of VSquared Investments, LLC. entered into good-faith negotiations and prepared a final Property Exchange Agreement by and between VSquared Investments, LLC. and City of Opa-Locka, Florida ("Exchange Agreement") for City Commission approval, attached hereto as Exhibit "A"; and

WHEREAS, VSquared Investments, LLC. and the City of Opa-Locka, Florida desire to enter into the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into a Property Exchange Agreement with VSquared Investments, LLC. and otherwise operate consistently with Article IV, Section 4.3 of the City of Opa-Locka's charter.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves Property Exchange Agreement by and between VSquared Investments, LLC. and City of Opa-Locka, Florida for the exchange of declared surplus City property identified by folio 08-2122-007-0270 with the property identified by folio 08-2122-000-0031, and owned by Property Owner, VSquared Investments, LLC and further authorizes the Interim City Manager to execute the Property Exchange Agreement by and between VSquared Investments, LLC. and City of Opa-Locka, Florida, attached hereto as Exhibit "A", and take all other necessary actions necessary to effectuate said purchase, execute and conveyance of the property by special warranty deed.

Section 3. SCRIVENER'S ERRORS

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Ordinance may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. CONFLICT AND REPEALER

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

Section 5. LIBERAL CONSTRUCTION

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

Section 6. SEVERABILITY

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 7. EFFECTIVE DATE.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this _____ day of December, 2022.

PASSED SECOND READING this _____ day of December, 2022.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

PROPERTY EXCHANGE AGREEMENT
BY AND BETWEEN
VSQUARED INVESTMENTS, PLLC.
AND
CITY OF OPA-LOCKA, FLORIDA

THIS INTERLOCAL EXCHANGE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2022, by and between City of Opa-locka, a municipal corporation of the State of Florida, with its principal office and mailing address at 780 Fisherman Street, Opa-locka, FL 33054 (hereinafter referred to as "CITY"), and VSquared Investments, PLLC., a Florida limited liability company, with its principal office and mailing address at 11 Farrey Lane, Miami Beach, Florida 33139, (hereinafter referred to as the "VSI")

R E C I T A L S

WHEREAS, VSI is a Florida limited liability company, and is authorized to enter into this Agreement; and

WHEREAS, CITY is a municipal corporation created under Chapter 166, Florida Statutes, and is authorized under Section 166.021, Florida Statutes to enter into this Agreement; and

WHEREAS, VSI owns the real property described on Exhibit "A" attached hereto and made a part hereof, (hereinafter referred to as the "VSI Land"); and

WHEREAS, CITY owns the real property described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "CITY Land"). Note that the VSI Land and the CITY Land are sometimes collectively referred to as the "Parcels"; and

WHEREAS, the assessed value of the VSI Land as of December 1, 2022 is $25,000.00; and

WHEREAS, the assessed value of the CITY Land as of December 1, 2022 is $21,165.00; and

WHEREAS, CITY and VSI agree that there is no significant difference in value between the VSI Land and the CITY Land resulting in a fair exchange of consideration for VSI's conveyance of the VSI Land to CITY and CITY's conveyance of the CITY Land to VSI.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein to be undertaken by VSI and CITY and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VSI and CITY mutually covenant and agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference as if restated in their entirety.

2. EFFECTIVE DATE. The effective date of this Agreement ("Effective Date"), for purposes of performance, will be regarded as the date upon which this Agreement is executed by the last to sign as between CITY and VSI. Acceptance and execution of this Agreement will void any prior contracts or agreements between the parties concerning their respective lands.

3. AGREEMENT TO EXCHANGE.

3.1 VSI and CITY hereby agree to exchange their respective lands such that VSI conveys all of its right, title, and interest in the VSI Land, in exchange for all of CITY's right, title, and interest in the CITY Land, subject to the terms, conditions and provisions as provided in this Agreement.

3.2 CITY hereby acknowledges, confirms, represents and agrees that in the event the exchange contemplated by this Agreement is consummated, then, subject to the terms, conditions and provisions of this Agreement, CITY will accept the VSI Land in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, except that VSI will warrant title to the VSI Land pursuant to the Warranty Deed provided to CITY hereunder.

3.3 VSI hereby acknowledges, confirms, represents and agrees that in the event the exchange contemplated by this Agreement is consummated, then, subject to the terms, conditions and provisions of this Agreement, VSI will accept the CITY Land in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" except that the City will warrant title to the extent provided by the Special Warranty deed provided to VSI hereunder.

3.4 Notwithstanding anything contained in subparagraphs 3.2 and 3.3 above to the contrary, neither VSI nor CITY waives any rights, remedies or claims that VSI or CITY may have under federal, state and/or common law concerning the existence of Pollutants on the respective Lands.

3.5 City Tract. Subject to the terms, provisions, and conditions set forth in this Agreement, the City agrees to convey to VSI the City Tract containing approximately 5,000 Sq.Ft, as more particularly described in **Exhibit "B"** City will convey the City Tract to VSI by and through a Special Warranty Deed, in the form attached hereto as **Exhibit "D"**. **In the event certain statutory disclosures or any other disclosures required by law were not made by the City herein, the Parties each for themselves and for their successors and assigns, hereby waive any and all statutorily required disclosures, and release each other from any and all claims or right to terminate this Agreement on the basis that such disclosures have not or were not made.**

3.6 VSI Tract. Subject to the terms, provisions, and conditions set forth in this Agreement, VSI agrees to convey to City the VSI Tract containing approximately 6,250 Sq.Ft, as more particularly described in **Exhibit "A"** VSI will convey the VSI Tract to City by and through a Warranty Deed in the form attached hereto as **Exhibit "C".**

3.7 At the Closing, VSI will execute a Non-Foreign Affidavit required under Section 1445 of the Internal Revenue Code of 1986, as amended.

The representations and warranties contained in this Section 3 will survive the Closing and will not merge into the Deeds (as defined in Section 5.2 hereof) to be delivered thereat.

4. CONSIDERATION. VSI and CITY hereby agree that for purposes of the exchange contemplated by this Agreement, there is no significant difference in values between the VSI Land, valued at $25,000.00, and the CITY Land, valued at $21,165.00.

5. EVIDENCE OF TITLE.

5.1 Within fifteen (15) days after the Date of this Agreement, VSI will, at such VSI's sole cost and expense, deliver or cause to be delivered to the CITY at the addresses stated below, (i) a copy of a title commitment (the "Title Commitment") covering the VSI Land and binding the Title Company to issue to the CITY, at the Closing, a Florida Owner's Policy of Title Insurance on the standard form of policy prescribed by the Florida Office of Insurance Regulation (the "Owner's Title Policy") but modified to be consistent with the Title Commitment, and (ii) true, correct, complete and legible copies of any and all instruments referred to in the Title Commitment as constituting exceptions or restrictions upon or matters affecting the VSI Land, except that copies of any liens which are to be released at the Closing may be omitted.

5.2 In the event any exceptions or reservations appear in the Survey Title Commitment or in the event any items which appear on the Survey or in the Title Commitment or any other document delivered hereunder is unacceptable, the CITY will notify VSI of such fact within ten (10) days of the last to be received of the Survey, Title Commitment and other document requested herein. VSI may, but will not be obligated to, eliminate or modify such unacceptable exceptions, reservations or items to the satisfaction of the CITY within ten (10) days of receipt of the objection notice provided above, and the VSI will notify the CITY in writing within such ten (10) day period of VSI's resolution or proposed disposition of the unacceptable exceptions, reservations or items. In the event VSI is unable or unwilling to eliminate or modify the unacceptable exceptions, reservations or items within the ten (10) day period after a good faith effort, VSI will notify he CITY in writing specifying its resolution or lack of resolution of the unacceptable exceptions, reservations or items and the CITY may (i) waive such unacceptable exceptions, reservations, or items, or (ii) terminate this Agreement on or before five (5) days after receipt of the notice of resolution as provided above.

5. TITLE TRANSFER.

5.3 At closing, VSI will provide the Warranty Deed to CITY providing fee title to the VSI Land. CITY will bear all closing costs associated with the conveyance of title and the recording of the VSI Warranty Deed.

5.4 At Closing, CITY will provide the Special Warranty Deed to VSI providing fee title to the CITY Land. VSI will bear all closing costs associated with the conveyance of title and the recording of the CITY Deed.

6. CLOSING DATE; CLOSING

6.3 The transaction contemplated by this Agreement will be closed ("Closing") and the Deed and other closing papers and possession, will be delivered on or before the _____ day of _____, 2022 ("Closing Date"), unless extended as set forth herein. Closing will be held at the office of City of Opa-Locka, City Hall, 780 Fisherman, Street, Opa-locka, Florida 33054. CITY and VSI will each have the unilateral right in their sole and absolute discretion to extend the Closing Date any number of times up to a total of sixty (60) days. Notwithstanding the foregoing or any provisions hereof to the contrary, Closing must occur on a Monday. Tuesday, Wednesday, or Thursday that is a Business Day (a "Permitted Closing Day"), and if the scheduled Closing would otherwise occur on a day that is not a Permitted Closing Day, such Closing will be extended automatically to the next day that is a Permitted Closing Day. As used in this Agreement, the term "Business Day" means a day that is not a Saturday, Sunday, Federal holiday or State holiday.

7.5 **Conditions of Each Party's Obligation.** (a) The obligation of each Party to exchange their respective Tract for the applicable Tract from the other Party is subject to the satisfaction, as of the Closing, of each of the conditions set forth in paragraph (b) below (any of which may be waived in writing, in whole or in part, at or prior to the Closing) and, in the event any of such conditions are not satisfied or waived, the Party acquiring a Tract through the Closing will have the option, in its sole and absolute discretion, to (i) delay the Closing until such conditions are satisfied, (ii) waive such conditions and proceed to the Closing, or (iii) terminate this Agreement as it applies to that particular Tract by delivering written notice of same to the other Party.

(b) The following conditions must be satisfied or waived on or before the Closing:

(i) All of the representations and warranties of the Parties set forth in this Agreement will be true at and as of the Closing in all respects as though such representations and warranties were made at and as of the Closing.

(ii) Each Party will have delivered, performed, observed and complied with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement to be delivered, performed, observed and complied with by it prior to, or as of, the Closing.

7.6 **Delivery of Documents.**

(a) At the Closing, the City will deliver to VSI the following:

(i) a Special Warranty Deed conveying the City Property to VSI;

(ii) possession of the City Tract; and

(iii) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the City Tract as provided herein.

(b) At the Closing, VSI will deliver to the City the following:

(i) a Warranty Deed conveying the VSI Tract to City;

(ii) an Owner's Title Policy, issued at VSI's sole cost and expense, covering the VSI Tract in an amount equal to the value of the land conveyed, and issued by the underwriter for the Title Company pursuant to the Title Commitment as provided herein;

(iii) the Non-Foreign Affidavit required under Section 1445 of the Code;

(iv) paid tax certificates showing that all property taxes for the VSI Tract have been paid for the years prior to the year of Closing;

(v) possession of the VSI Tract; and

(vi) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the VSI Tract as provided herein.

7. SURVEY.

7.3 VSI may have the CITY Land surveyed at VSI's expense, and CITY agrees to provide access to the CITY Land for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the CITY Land, or shows encroachments onto the CITY Land or that improvements located on the CITY Land encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to CITY, VSI may elect to treat those discrepancies, violations or encroachments as a title defect and VSI will have the option of: (1) accepting title as it then is; or (2) declining to accept title and thereupon this Agreement will be cancelled, and VSI and CITY will have no further claim against each other.

7.4 CITY may have the VSI Land surveyed at CITY's expense, and VSI agrees to provide access to the VSI Land for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the VSI Land, or shows encroachments onto the VSI Land or that improvements located on the VSI Land encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to VSI, CITY may elect to treat those discrepancies, violations or encroachments as a title defect and CITY will have the option of: (1) accepting title as it then is; or (2) declining to accept title and thereupon this Agreement will be cancelled, and VSI and CITY will have no further claim against each other.

8. ENVIRONMENTAL AUDIT.

8.1 VSI may perform or have performed, at VSI's expense, an environmental audit of the CITY Land. If the environmental audit identifies environmental conditions unacceptable to the VSI, then VSI may elect to (1) accept the CITY Land in its existing condition; or (2) VSI may terminate this Agreement and VSI and CITY will have no further claim against each other.

8.2 CITY may perform or have performed, at CITY'**s** expense, an environmental audit of the VSI Land. If the environmental audit identifies environmental conditions unacceptable to CITY, then CITY may elect to: (1) accept the VSI Land in its existing condition; or (2) CITY may terminate this Agreement and VSI and CITY will have no further claim against each other.

9. NOTICES.

VSI and CITY will provide any and all written notices to each other under this Agreement by certified United States Mail, Return Receipt Requested, or by commercially recognized overnight courier with proof of delivery, to the addresses listed below:

VSquared Investments, LLC.
ATTN: Ivo Vassilev
11 Farrey Lane
Miami Beach, Florida 33139

City of Opa-locka
ATTN: Office of the City Manager
780 Fishermen Street
Opa-locka, FL 33054

10. ASSIGNMENT.

This Agreement will not be assigned or transferred by either VSI or CITY either in whole or in part without the written consent of the other.

11. REAL ESTATE BROKERS.

Neither **CITY** nor **VSI** have engaged the services of a real estate broker.

12. VENUE/INVALIDITY/WAIVER.

This Agreement will be enforceable in the 11th judicial circuit court in and for Miami-Dade County, Florida and will be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement will not affect the remaining provisions and portions hereof. Any failure to enforce, or election on the part of the parties to not enforce, any provision of this Agreement will not constitute a waiver of either party to enforce remedies hereunder or at law or in equity.

13. AMENDMENT.

This Agreement contains all the terms and conditions agreed upon by the parties and may not be modified except in writing and signed by the authorized representatives of both parties.

14. ENTIRE AGREEMENT.

14.3 This Agreement contains the entire agreement between VSI and CITY pertaining to the subject matter contained herein, and this Agreement supersedes all prior and contemporaneous agreements, representations, and understandings of VSI and CITY concerning the subject matter hereof. No agreements, understandings or representations concerning the subject matter hereof, unless incorporated in this Agreement, will be binding upon VSI or CITY. No modification or

change in this Agreement will be valid or binding upon VSI or CITY unless in writing and executed by the party intended to be bound by it.

15. <u>Time</u>.

15.3 Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days will in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which will end on Saturday, Sunday or a legal holiday will extend to 5:00 p.m. of the next business day.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, VSI and CITY have set their hands and seals effective the day and year reflected below.

Approved and accepted for and on behalf of the City of CITY, Florida, this ____ day of _____, 2022.

ATTEST:
CITY CLERK

BY: _____
Clerk

_____
[Type or print name]

OPA-LOCKA:
BOARD OF CITY COMMISSIONERS
OF THE CITY OF OPA-LOCKA, FLORIDA

By: _____
Name: _____
Title: Mayor

Executed by CITY on: _____, 2022

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
City Attorney

VSI:
VSQUARED INVESTMENTS, LLC.

By: _____
Name: _____
Title: _____

Executed by VSI on: _____, 2022

EXHIBIT "A"
LEGAL DESCRIPTIONS FOR VSI PROPERTY

The South 85 feet of the West 200 feet of East 335 feet of Southeast 1/4 of Northwest 1/4 LESS the South 35 feet AND LESS the East 75 feet thereof, of Section 22, Township 52 South, Range 41 East; said lands now situate, lying and being in Miami-Dade County, Florida.

EXHIBIT “B"
LEGAL DESCRIPTION FOR OPA-LOCKA PROPERTY

Lot 1, Block 353, OF MAGNOLIA GARDENS CONSOLIDATED, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 49, at Page 60, of the Public Records of Dade County, Florida.

EXHIBIT "C"
VSI DEED

This instrument prepared by and return to:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
ATTN: Office of the City Manager

Folio No.: 08-2122-000-0031

WARRANTY DEED

THIS WARRANTY DEED, made the _____ day of _____, by VSquared Investments, LLC., a Florida Limited Liability Company, whose address is 11 Farrey Lane, Miami Beach, Florida 33139 ("Grantor"), to the CITY OF OPA-LOCKA, FLORIDA ("Grantee"), a municipal corporation, whose address is 780 Fisherman Street, Opa-Locka, Florida 33054

WITNESSETH; that said grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledge, has granted, bargain, and sold to the said grantee, and grantee 's heirs and assigns forever, the following described land and property, situate, lying and being in MIAMI-DADE County, State of Florida to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "C-1"

THIS CONVEYANCE IS SUBJECT TO: taxes for the current year and subsequent years not yet due and payable, easements, conditions, restrictions, reservations, right of way, covenants of record, all building and zoning regulations, but this provision will not reimpose same.

AND, said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

VSquared Investments, LLC.

_____ By: _____

Title: _____

Witness Name: _____

_____

Witness Name: _____

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of VSquared Investments, LLC., on behalf of the corporation. He/she [_] is personally known to me or [ ] has produced a _____ as identification.

[Notary Seal]

Notary Public_____

Printed Name:_____

My Commission Expires:_____

EXHIBIT "C-1"
LEGAL DESCRIPTIONS FOR VSI PROPERTY

The South 85 feet of the West 200 feet of East 335 feet of Southeast 1/4 of Northwest 1/4 LESS the South 35 feet AND LESS the East 75 feet thereof, of Section 22, Township 52 South, Range 41 East; said lands now situate, lying and being in Miami-Dade County, Florida.

EXHIBIT "D"
OPA-LOCKA DEED

This instrument prepared by and return to:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
ATTN: Office of the City Manager

Folio No.: 08-2122-007-0270

SPECIAL WARRANTY DEED

This Special Warranty Deed made this ____ day of _____, 2022 between the City of Opa-Locka, Florida, a municipal corporation, whose post office address is 780 Fisherman Street, Opa-Locka, Florida 33054 ("Grantor"), and VSquared Investments, LLC., a Florida Limited Liability Company, whose address is 11 Farrey Lane, Miami Beach, Florida 33139 ("Grantee"):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "D-1"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

The City of Opa-Locka, FL

_____ By: _____
Darvin Williams, Interim City Manager

Witness Name: _____

_____

Witness Name: _____

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Darvin Williams, as Interim City Manager of The City of Opa Locka FL, on behalf of the corporation. He/she [_] is personally known to me or [ ] has produced a _____ as identification.

[Notary Seal]

Notary Public_____

Printed Name:_____

My Commission Expires:_____

EXHIBIT "D-1"
LEGAL DESCRIPTION FOR OPA-LOCKA PROPERTY

Lot 1, Block 353, OF MAGNOLIA GARDENS CONSOLIDATED, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 49, at Page 60, of the Public Records of Dade County, Florida.

Sponsored by: Interim City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the importance of certain industrial uses to be located within the City; and

WHEREAS, the I-4 zoning district is currently the most intense zoning district in the City of Opa-Locka; and

WHEREAS, the I-4 zoning district, already permits various automotive junkyards, used vehicle parts storage and sales and scrap metal facility operation type uses, but does not include various related, less intense uses needed to support the permitted uses; and

WHEREAS, the City of Opa-Locka recognizes that certain less intense industrial uses should be permitted in the I-4 zoning district in order to support existing and future uses in the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Approval/Denial of Amendment Request. The City Commission of the City of Opa-Locka hereby approves / denies the adoption of an amendment to the City of Opa-Locka Land Development Regulations, Ordinance 15-31, to permit tractor trailer truck and or major vehicle (10,000 LBS or greater) parking as a permitted use in the I-4 zoning district in accordance with the attached Exhibit A.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Ordinance may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT AND REPEALER

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this _____ day of December, 2022.

PASSED SECOND READING this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

EXHIBIT A

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	

Cement and clay products		SE		P
Commercialrecyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalmin	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		
Industrial and office flex space	P		P	
Live/work spaces	SE			

Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P
Saw mills		P		P
Scrap metal yards				P
Shipping Container	SE	SE	SE	SE

Architecture Retail and/or Office (stacking no more				
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	Amendment
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature**			
Commission Meeting Date:	November 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		X	
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA TO APPROVE THE ADOPTION OF A TEXT AMENDMENT TO THE CITY'S LAND DEVELOPMENT REGULATION, ORDINANCE NO. 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

The City Commission adopted Ordinance 15-31 to establish the Land Development Regulations for the City of Opa-locka. The Land Development Regulations (LDR), Section 22-53 provides the process to consider Text Amendments. In accordance with Section 22-53 a text amendment of the LDR can only be initiated by the City Commission, by recommendation of the Planning & Zoning Board or by City Administration. The Planning & Community Development Staff has reviewed the permitted uses of the four industrial districts and acknowledged that tractor trailer truck and or major vehicle (10,000 lbs. or greater) parking is permitted in the I-2 and I-3 zoning districts. There is a great need for tractor trailer trucks or major vehicle parking in South Florida and this use may be viewed as less intensive than the currently permitted junk yard, used vehicle parts and scrap metal facilities operations. The Planning & Community Development Department Staff recommend the addition of Tractor Trailer Truck and or Major Vehicle (10,000) lbs or greater) parking as a permitted use in the I-4 zoning

district. The review for this use requires compliance with the development standards of the I-4 zoning district; 1. the site must have a permanent office; 2. permanent office must be connected to water and sewer; 3. the property must be paved and must have adequate drainage to prevent water runoff. 4. If a multiple property site is proposed for this use, the site must be unified through the City's Platting / unity of title process.

Financial Impact

Account	Description	Available	Project	Remaining Balance

Proposed Action:

PCD Staff recommends approval of this text amendment

Attachment:

Draft Ordinance
Permitted Use Table

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	

Cement and clay products		SE		P
Commercial recyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		
Industrial and office flex space	P		P	
Live/work spaces	SE			

Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P
Saw mills		P		P
Scrap metal yards				P
Shipping Container	SE	SE	SE	SE

Architecture Retail and/or Office (stacking no more than three)				
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	Amendment
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, September 13, 2022

7:00 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Planning & Zoning Meeting to order at 7:05 p.m. on Tuesday, September 13, 2022.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a session on Tuesday, September 13, 2022, at 7:05 p.m. The following members of the Planning & Zoning Meeting were present: Chairman Elio Guerrero, Board Member Germane Barnes, Board Member Dorothy Johnson, and Board Member Claudienne Hibbert-Smith.

Absent Board Member: Board Member Dawn Mangham

Also, in Attendance were Planning & Zoning Director, Gregory Gay, Zoning Official Gerald Lee, Planning & Zoning Board Clerk, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE:

Prayer was led by Board Member Johnson and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from May 10, 2022, Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from May 10, 2022, meeting.

Board Member Dorothy Johnson made a motion to approve the minutes. Board Member Claudienne Hibbert Smith second the motion. *Board Member Germane Barnes abstained from voting on the reading minutes due to his temporary absent/leave from the board.

There being no discussion, the motion passed by a 3-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Dorothy Johnson	Yes

IV. PUBLIC HEARING:

A) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 2560 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-000-0130 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

On the record, Mr. Gay stated that the applicant decided to withdraw their application. The applicant was under a time constraint of getting certain things approved and will not be moving forward. The item was withdrawn from this Planning & Zoning Board meeting.

Board Member Johnson: I noticed that it has been withdrawn. This application was not in our May package. We were not here June or July. In addition to that I really have reservation when I see a registered agent application dated September 10, 1996. Staff get it together if I recall it is an annual renewal, so before any applications are presented before the board it needs to be current. I want this on the record.

B.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

My name is Mauricio Falla and I'm the project manager for this project. This application was previously approved with one item pending the traffic impact study. Based on the result of the study we modified the proposed the site plan.

Staff Presentation (For Item B & Item C on the agenda)

Mr. Lee: The subject property is currently owned by Maclam Investment, LLC C/O Mauricio Falla according to Miami-Dade County Property Appraiser's website. The property site is currently vacant pending the review and approval of this site plan review request which would allow the demolition and construction of the convenience store, service station, two retail spaces and a hand car wash in this B-2 zoning district. The applicant proposes to construct a 3,579 sq ft building with 1,975 sq ft allocated for the Convenience Store and two 802 sq ft section for new retail spaces and provide 9 vehicle parking spaces. Provide 22 new trees, 359 shrub plants, and appropriate landscaped open space. Use is permitted after special exception review in this zoning district. Use will not adversely affect the general character of the neighborhood. Use will not generate or create unfavorable vehicular traffic or circulation problems. Staff recommend approval of this revised Site Plan with any conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: What was the change?

Mr. Lee: Orientation of property change.

Board Member Johnson: Did we reach out to the neighbors? I'm concerned of the entry and drainage that area holds a lot of water.

Mr. Lee: Regarding drainage it's a part of the application.

Mr. Gay: It will be reflected in the Development Agreement.

Board Member Dorothy Johnson made a motion to approve Item B on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

C.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the revised Development Agreement with any conditions that may be imposed by the Planning & Zoning Board.

Board Member Germane Barnes made a motion to approve Item C with modifications applied on the agenda and Board Member Johnson second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

D.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Public Comments:

Brian Dennis-2140 York Street

Let's get some equality in this City. We need to give the residents a voice before you go before this project. We need to have where residents are being hired by these companies moving in our city.

Board Member Barnes: I would like to thank the resident. We will do the best we can and make sure this happens.

Brian Dennis: Use your attorney an ordinance is already in place.

Board Member Johnson: I'm very familiar with ordinance 95-6 and it can be integrated. There is a lack of knowledge, research needs to be done. We must make sure the commission is informed. The ordinance has more weight. How can we do this in good faith. We need the resources.

Chairman Guerrero: We must enforce this and make it happen.

Alex Van Mechl: Two warehouses expertise paying attribute to our community. I would like for our community to look like "Opa-locka" not "Doral." I inspire everyone to look like Opa-locka.

**** Public Comments Closed***

Attorney Robert Holland spoke on behalf of the applicants and made a presentation as well.

Attorney Robert Holland: I plan to give you, my commitment. Retail is on the decline. This project is considered light industrial. Cities like Miramar and Doral are built on light industrial. A video presentation was presented. There will be entry level positions clean logistic jobs that will be created for residents. No other city can compete with Opa-locka. You would be creating a lane that eliminates the competition. There will be 1,000 jobs and 765 permanent jobs. I spoke with Mr. Beasley with Florida Memorial. There will be retail space and a show room. I

want to know if there is a PR firm in place. I want to follow up before the next City Commission.

Goldstein: There are six buildings and opportunity for more logistics. There is commercial uses movement and proposed commercial logistics.

Staff Presentation (For Item D & Item E on the agenda)

Mr. Lee: The subject properties are currently owned by GPT NW 42nd Avenue Owner II & III LLC c/o Gramercy Property Trust according to Miami-Dade County Property Appraiser website. The property site is currently the location of the Opa-locka Flea Market, assorted retail uses and truck parking operations; Assorted Special Events-The review and approval of this site plan review request would allow the demolition and construction of six new commercial mixed-use buildings for retail, warehouse, and distribution facilities to operate from the property at 12691 NW 42nd Avenue and 12705 NW 42nd Avenue in this B-3 zoning district. The Land Use for 12691 NW 42nd Avenue is Commercial and the Land Use for 12705 NW 42nd Avenue is Industrial. The Applicant proposes to construct six buildings that total 741,837 square feet to accommodate both retail and industrial warehouse & distribution uses and provide 74,182 square feet of office space. The site plan provides that it complies with the required landscaping and parking for this 43.76 +/- acre combined site. The uses proposed are permitted through property zoning and incorporation of uses permitted by the Corridor Mixed Use Overlay.
As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located.
The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e., indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc. The site plan provides for the location of smaller businesses with office / showroom / retail spaces for commercial business uses.
For horizontal Mixed-Use with multiple buildings, each building may be a separate use, however there must be clear indicators as to the area designated for retail/commercial uses and those for industrial uses. The site plan provides for shallower depths on bldgs. Facing LJD/LJ

Staff recommends an Economic and Fiscal Impact Analysis, and a Market Feasibility Study are provided, and the Final Site Plan is modified accordingly and with the conditions listed in the staff report and conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: There is two lot covered under the overlay?

Mr. Lee: Yes

Board Member Johnson: It allows future growth?

Mr. Lee: Yes. Based on the requirement code they are complying. We are in support.

Board Member Dorothy Johnson made a motion to approve Item D on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

E.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the Development Agreement with any modifications of the site plan as a result of an Economic and Fiscal Impact Analysis and a Market Feasibility Study and any conditions that may be imposed by the Planning & Zoning Board.

Board Member Dorothy Johnson made a motion to approve Item E on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

F.) **AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, TO RECOMMEND THE ADOPTION OF A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Public Comments:

Attorney Hope Calhoun: This ordinance is beneficial to the city. I'm in support of this Ordinance.

Public Comments Closed.

Board Member Johnson: In compliance very much needed take it to the next step.

****Staff Presentation (For Item F on the agenda)***

Mr. Lee: This use is permitted two industrial zoning districts which includes I-2 Industrial Planned District and I-3 Liberal Industrial District. The I-4 Liberal Industrial District for junkyard, salvage/scrap metal and storage. There is great need for this use in South Florida. This use is less intensive than the current permitted uses of the I-4 district. Staff recommend approval of the amendment to Ordinance 15-31, land development regulations with any conditions that may be imposed by the Planning & Zoning board.

Board Member Dorothy Johnson made a motion to approve Item F with modification applied on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

STAFF UPDATE

VI ADJOURNMENT

The meeting was adjourned.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman