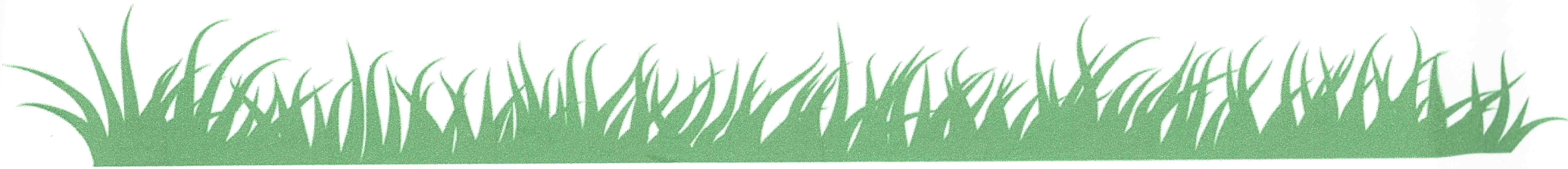




**AQUATIC CONTROL GROUP, INC**



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## AQUATIC CONTROL GROUP, INC.

City of Ft Lauderdale

Procurement Services Division

Ft Lauderdale, FL 33301

Dear Sirs,

### Letter of Introduction

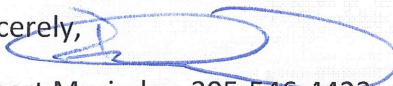
Allow us to introduce our company, **Aquatic Control Group INC.**

Aquatic Control Group INC. (ACG) specializes in aquatic maintenance of canals and water ways throughout South Florida. We are committed to a strong social responsibility by providing ECO friendly solutions to our community. We provide aquatic maintenance, such as weed control and harvesting of unwanted growth, in and along the canals of Miami Dade County and Broward County. Additionally, ACG maintains grass and weed growth below as well as above the water. Our fleet of boats collect floating debris and clean out clogged culverts along the waterway creating water flow. Our company uses state of the art equipment which allows us to have a smaller foot print on our environment. We offer our customers the option to be chemical free in controlling the growth of unwanted grass and growth in our water ways.

ACG, has on staff a biologist with 22 years' experience with evasive weed control. With his expert guidance, he guides our employees on the correct ways of applying herbicides in the water in a safe manner both for our employees and the environment. We understand the importance of safety, which is why our uniformed employees use life vest and hard hats when operating our equipment around the water. Our priority, is to maintain a safe environment so our community can enjoy our water ways for years to come.

ACG, assures **The City of Ft Lauderdale**, that the quality of work being performed by our staff will be of the highest standards without compromise.

Sincerely,

  
Robert Muriedas, 305-546-4423





**AQUATIC CONTROL GROUP, INC.**

### **Qualifications of prime proposer**

Robert Muriedas, is the point of contact for all projects related to Aquatic Control Group (ACG). He has been in the recovery industry for over 25 years and has specialized in rigging of large objects both in and out of the water. Safety is the number one concern when it comes to operations of the company. With several certifications and class hours he brings that level of professionalism and leadership to the projects that make us stand out above the competitors. Mr. Muriedas communication skills and decision making ability will make any issues that may arise during the project come to a manageable resolution. He is a Certified Recovery diver with years' experience working in waterways and canals throughout South Florida, working with local municipalities and their residents ACG understands the importance to have an understandable resolution to any issue that may arise



## AQUATIC CONTROL GROUP, INC.

### Qualifications of Prime Proposers Team

#### Adelquis Zorrilla:

Mr. Zorrilla has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction. Mr. Zorrilla has extensive knowledge working in the sensitive waters of the Florida Keys and applying that knowledge working within the guidelines of the EPA. He has the ability to handle complex situations when it comes to working in water after major storms also he is a certified recovery diver. Mr. Zorrilla is also proficient at repairing our equipment in the field. These additional skills of repairing equipment has proved invaluable.

#### Jorge Wilfredo:

Mr. Wilfredo is a hard working individual that comes from the landscaping industry. He has worked with heavy equipment that is used for harvesting and crop maintenance. He has transferred that knowledge from land maintenance to water maintenance. His knowledge with how to cut trees and remove debris from the water has proved to be an overwhelming asset to the company.

#### Gerald Lopez:

Mr. Lopez comes to Aquatic Control from the logging industry in Montana. He is trained in the operation of heavy duty equipment that has proved to be an asset to the company. His ability to handle our Amphibious Excavator in extremely difficult terrain on a project in Putnam County proved to separate our company from the rest. He is also proficient using chippers and heavy grapple equipment. Mr. Lopez is also a mechanic and is able to repair equipment in the field. His ability to operate and train our employees has proved to be invaluable.





## AQUATIC CONTROL GROUP, INC.

John Tronolone:

Mr. Tronolone was born in the beautiful City of Miami Beach. Attended Beach High School and is also a Licensed Boat Captain. As an avid fisherman, John knows the waters of the intercostal waterways intimately. He has owned and operated a boat his entire life. He comes to Aquatic Control with his knowledge of the waters and has proved to be extremely capable of captaining our barges. His skills at navigating the waters has proved valuable as we grow as a company working the outlets and finger channels throughout the State Of Florida. Mr. Tronolone has three rules, safety, safety and safety. Mr. Tronolone always concerns himself with the safety of the team and being respectful on the water. Aquatic Control is extremely fortunate to have such a skilled boat captain and environmentally friendly teacher for our team.

Noelder Cancino Rayes:

Mr. Rayes is a hard working individual that comes from the landscaping industry. Aquatic Control noticed his work ethic and literally asked him to work for the company. He has worked with heavy equipment that is used for harvesting and crop maintenance. He has transferred that knowledge from land maintenance to water maintenance. His knowledge with how to cut trees and remove debris from the water has proved to be an overwhelming asset to the company. As his knowledge of water maintenance grows so does his responsibilities. Mr. Rayes has proved to be an overwhelming asset to the company



**AQUATIC CONTROL GROUP, INC.**

### **Approach to the Scope of Work**

With our boat captain we have traveled and inspected your canals. Aquatic Control Group (ACG) has absolute confidence that we can maintain your waterways. With our years of experience working the environmentally sensitive waterways in the Florida Keys and Miami Dade County and throughout South Florida, we will approach your City in the same sensitivity and professionalism. We are trained and in compliance with all state and federal rules and regulations in Water Marine Work and fully subscribe to the protection of our threatened and endangered sea creatures.

ACG owns and self operates all its equipment to perform the necessary tasks awarded. We do NOT use subcontractors. Our plan once awarded the contract will be to identify, remove, and transport all marine related debris from the City. Our project manager will coordinate with your Staff on the equipment needed and personnel required in order to keep your staff informed.

We will advise your staff of any changes we see in order to efficiently and safely complete the task required. As the project begins ACG will provide daily project reports and work schedules for the next day of operations. Our objective is to complete the assigned task within your budget and in time using the upmost safety to our personnel and to the environment and its surroundings.

ACG will be supplying all barges, heavy equipment, trucks and personnel to accomplish this mission and shall be working directly under the jurisdiction of the representatives of your City. The primary point of contacts for this project is our Operations manager and VP Robert Muriedas who makes a positive commitment to perform and complete these services. ACG is proposing to conduct all operations in the solicitation including debris removal above and below the water in **The City of Ft Lauderdale.**



1501 NW 37th St • Miami, FL 33142 | 305 546 4423 | [Aquaticplantmgt@gmail.com](mailto:Aquaticplantmgt@gmail.com)





**AQUATIC CONTROL GROUP, INC.**

**Key Personnel Background:**

On-Site Project Managers: Assigned to **the City of Ft Lauderdale** Contract

*Robert Muriedas*, Aquatic Control Group and Superintendent who will have overall responsibility for successful project completion. Mr. Muriedas has been Superintendent of ACG since its' founding in 2011. As a Florida resident and marine environmental contractor for over 9 years Robert has worked in various canals and water bodies in Miami Dade, Broward and Monroe Counties and throughout Florida, on many occasions including overall responsibility of the debris removal from, canals after Hurricanes.

**ACG Organizational Chart is as follows:**

Key Personnel Background: On-Site Project Managers: Robert Muriedas, ACG Managing Partner and Chief Superintendent who will have overall responsibility for successful project completion. Mr. Muriedas has been Chief Superintendent of ACG since its' founding in 2011. As a Miami Dade resident and marine environmental contractor for over 9 years Robert has worked in every canal and water body in Miami Dade on many occasions including overall responsibility of the debris removal from canals after Hurricanes. Mr. Muriedas in charge of scheduling, administration and main point of contact to **The City of Ft Lauderdale**.

Adelquis Zorrilla, ACG Project Supervisor will be the ACG Project Supervisor. Mr. Zorrilla is responsible for the day to day operations and maintenance.

**Captains/Heavy Equipment Operators**

- Luis Languaney
- Noelder Reyna
- Jorge Allen
- Gerald Lopez
- John Tronolone: Captian



## AQUATIC CONTROL GROUP, INC.

ACG employees are trained in working in waters and identifying debris to be removed. Our employees are bi-lingual in communication and understand when working with the residents of **The City of Ft Lauderdale** that providing the upmost professional service is our goal. ACG understands when working around resident's property we are using the up most caution not to disturb or damage any property that are in the work area.



1501 NW 37th St • Miami, FL 33142 | 305 546 4423 | [Aquaticplantmgt@gmail.com](mailto:Aquaticplantmgt@gmail.com)



**Equipment List:**

20 Ton Crane w/75 reach



Aquatic Harvester





40' x 12 self-propelled barge with  
grapple Attachment



45' barge self-propelled



2018 Peterbilt Grapple Truck

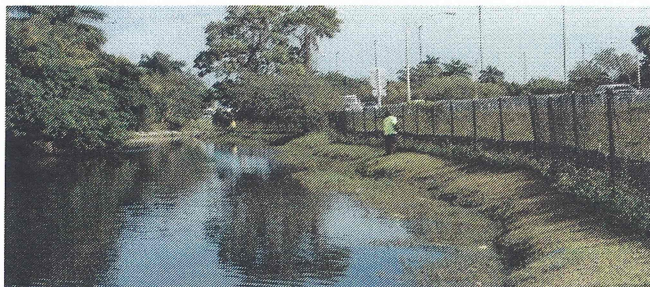


DOT Turbidity Curtain





Landscape equipment complete  
Service to cut and trim assigned  
areas



Spray Boats



Trash collection Boat



Amphibious Excavator







**AQUATIC CONTROL GROUP, INC.**

## **Operational Plan**

As part of our routine maintenance plan the residents of Ft Lauderdale will have a 24 hour # where any resident can call in to report any debris floating in the water and our email so they can send pictures to document the item. Once we receive this information we can relay to our point of contact in the city and inform them of the debris.

Aquatic Control Group (ACG) is just 30 minutes away from the City of Ft Lauderdale we can respond to any situation that may arise with any of our mobile ready Vessels. ACG can perform to the specs of this award without any issues. Our experienced staff can respond within the allotted time without delay or interference.

ACG track record of performance speaks for itself, our experience and proficiency throughout the city's water ways will prove the City of Ft Lauderdale and its residents that they have made the right choice to service their waterways.

The following is a list of equipment that is available to the City of Ft. Lauderdale for this award.

- 2 kayaks to clean up sensitive areas
- High pressure hose to remove debris from sensitive areas
- Small powered boat 14'
- Open deck 20'x9' powered debris collection boat 8" draft
- Open deck 16'x9 powered debris collection boat 8" draft
- Grapple Barge 30'x12' powered barge capable of retrieving debris below the water up to 18' with a lift capacity of 5000 pounds.
- 80'x12' barge with a capacity of 60,000 lbs.
- Amphibious Excavator
- New Peterbilt grapple truck with 50 yard can

ACG will have Personnel familiar with The City of Ft. Lauderdale waterways. Our staff that is assigned to this contract are familiar with the day to day operations of the assignment and will be able to perform efficiently throughout the water ways.

ACG will collect and document all collected debris and dispose of debris by the contract rules. We have available a 2018 Peterbuilt grapple truck, with a 50 yard can that can handle any floating debris safely.

ACG will not need a staging area for its vessels are capable of moving our equipment on a daily basis.

ACG will address all call backs that may occur the same day or the following morning if possible. We will document and take pictures of any issues that may arise.

ACG uses the most caution when it comes to resident's property. Our boats will be manned by a 2 man team and have several bumpers on board and use extreme caution when around other vessels. Our employees will be wearing safety vest and uniforms identifying the company.

ACG will provide access to the city so it can see where the assigned vessel is working and we will provide maps with tracking points to the city so it also can monitor the vessels progress throughout the waterways and mark large objects that may be underwater.

ACG vessels will be equipped with side scan sonar and have the ability to record the findings so the city will have the opportunity to view what is under the water.

ACG own its own 20 ton crane and will be available to the City of Ft. Lauderdale for its use in this contract

## **Reference and Past performance**

### **Putnam County**

223 Putnam County Blvd, East Palatka, FL 32131

James Cuneo, Public Works Director.

386-329-0369, Email [James.Cuneo@putnam-fl.com](mailto:James.Cuneo@putnam-fl.com)

Remove Debris and vegetation along 20 Miles of canals.

### **City of Doral**

8401 NW 53Trr

Stephanie Celaya, Public Works Director

305-593-6740 ext. 6024, Email [Stephanie.celaya@cityofdoral.com](mailto:Stephanie.celaya@cityofdoral.com)

Remove floating debris along the cities canals.

### **South Broward Drainage District**

6591 SW 160 Avenue

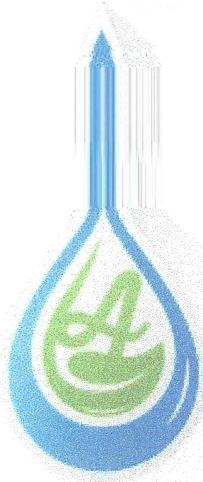
Southwest Ranches, FL 33331

Joe Certian

954-680-3337, Email [joe@sbdd.org](mailto:joe@sbdd.org)

Debris removal and embankment maintenance





**AQUATIC CONTROL GROUP, INC.**

### Minority Business

Aquatic Control Group does not qualify as a minority business. Aquatic Control Group promotes fairness and equity in the City's procurement process in order to increase M/WBE's participation and support economic prosperity for minority and women-owned businesses throughout the City. Aquatic Control Group looks for vendors that are locally minority owned businesses to use as vendors in daily operations.

  
Robert Morillas






**AQUATIC CONTROL GROUP, INC.**

### **Sub- Contractors**

Aquatic Control Group does not use any Sub-Consultants for any of our projects. Aquatic Control does the service with its own employees, and we have the financial capability to add equipment and personnel as need.

  
Robert Hernandez



**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Aquatic Control Group Inc. EIN (Optional): FID# 82-1946936

Address: 1501 NW 37 Street

City: Miami State: Florida Zip: 33142

Telephone No. 305-546-4423 FAX No. \_\_\_\_\_ Email: aquaticplantmgt@gmail.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): The following bussiness day

Total Bid Discount (section 1.05 of General Conditions): 0

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE no WBE no

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
12285-595	04/26/2019				
<u>12285-595</u>	<u>05/16/2019</u>				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Robert Muriedas

Name (printed)

May, 11 2019

Date:



Signature

Managing Partner

Title

revised 04/10/15

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** Aquatic Control Group Inc.

Proposer agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

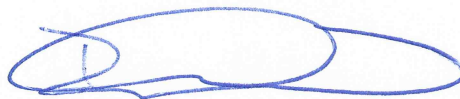
Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

- |   | <u># of</u><br><u>Cycles</u> | <u>Cost</u><br><u>Per Cycle</u> |                            |
|---|------------------------------|---------------------------------|----------------------------|
| 1. Cost per cleaning cycle to include all 165 miles of waterway within the City   | 12 X                         | \$ <u>31,200.00</u>             | = \$ <u>374,400.00</u> /YR |
|   |                              |                                 |                            |
| 2. Per Hour cost for special project/call out on scheduled operating workdays (Prior quantities estimated at 50. Prior quantities are not indicative of future use)     |                              | 1HR = \$ <u>225.00</u>          | /HR                        |
|   |                              |                                 |                            |
| 3. Per hour cost for special project/call out on non-scheduled operating workdays (Prior quantities estimated at 50. Prior quantities are not indicative of future use) |                              | 1HR = \$ <u>275.00</u>          | /HR                        |
|   |                              |                                 |                            |
| <b>Total Estimated Project Cost</b>   |                              | \$ <u>374,900.00</u>            |                            |

**Submitted by:**

Robert Muriadas Aquatic Control Group Inc.  
Name (printed)

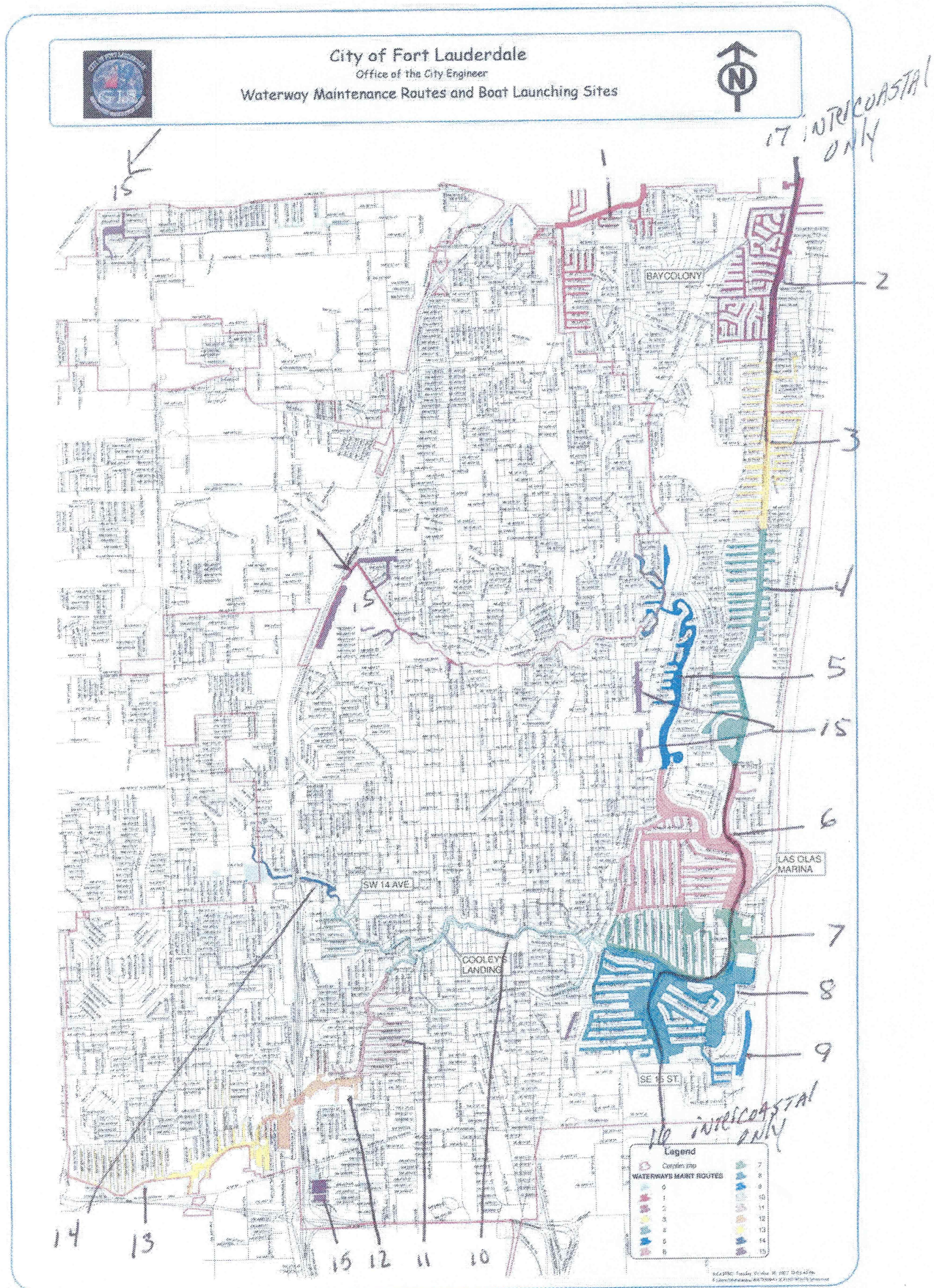
May, 11 2019  
Date



Signature

Managing Partner  
Title







**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and



procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 **SCRUTINIZED COMPANIES**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc. v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

#### 1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### **PART II DEFINITIONS/ORDER OF PRECEDENCE:**

#### 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

#### 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

#### 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

#### 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.



- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.



EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)**

#### **PART IV BONDS AND INSURANCE:**

**4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.



- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.
1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
  2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
  3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
  4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
  5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the



changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

**5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

**5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

**5.20 PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).


3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**

NONE

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

  
Robert Muniz  
Aquatic Control Group




**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

  
Authorized Signature

Robert Muriedas Managing Partner  
\_\_\_\_\_  
Print Name and Title

May, 11 2019  
\_\_\_\_\_  
Date

## LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) Aquatic Control Group Inc. is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: Aquatic Control Group Inc.

AUTHORIZED COMPANY PERSON: Robert Muriadas  May, 11 2019

NAME

SIGNATURE

DATE

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.


Please indicate which credit card payment you prefer:

☒ Master Card

☒ Visa Card

Company Name: Aquatic Control Group Inc.

Robert Muriadas  
Name (Printed)

  
Signature

May, 11 2019  
Date

Managing Partner  
Title





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2019

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 Combined Underwriters of Miami 8240 N.W. 52 Terr, Suite 408 Miami, FL 33166 KENNETH J GOLDMAN	305-477-0444	CONTACT NAME: KENNETH J GOLDMAN PHONE (A/C, No, Ext): 305-477-0444 E-MAIL: kgoldman@combinedmiami.com ADDRESS:	FAX (A/C, No): 305-599-2343
INSURED AQUATIC CONTROL GROUP INC. 1501 N.W. 37TH STREET MIAMI, FL 33142		INSURER(S) AFFORDING COVERAGE INSURER A : NATIONAL FIRE & MARINE INS CO. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			73APR374344	03/14/2019	03/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

VEHICLES: 2001 INTERN'L BOOM TRK #1HTGCADT51H352674; 2012 FORD F350 SD TRUCK #1FDEW3HT1CEC92973; 2018 PETERBILT 348 FLAT BED #2NP3LJ0X9JM474615; 2017 CHEVY SILVER TRUCK #1GCRNEH8EZ39B642

## CERTIFICATE HOLDER

## CANCELLATION

VILLAGE OF PALMETTO BAY  
9705 E. HIBISCUS STREET  
PALMETTO BAY, FL 33157

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2019

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: Patrick Puertas
Tom Gallagher Insurance	PHONE (A/C, No, Ext): (305) 663-6519
9020 SW 137th Ave.	FAX (A/C, No): (305) 663-6711
Suite 250	E-MAIL ADDRESS: patrick@tgifi.com
Miami FL 33186	INSURER(S) AFFORDING COVERAGE
	INSURER A: RLI Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1932001998 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MRP0200291-1	03/09/2019	03/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Pollution Buy Back \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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
Department of Solid Waste Management Permit Section 2525 NW 62nd Street, 5th Floor Miami FL 33141	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.

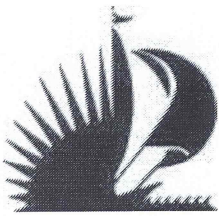


<b>CERTIFICATE OF LIABILITY INSURANCE</b>							Date 4/3/2019	
<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				<b>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.</b>				
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
				Insurer A: Lion Insurance Company			11075	
				Insurer B:				
				Insurer C:				
				Insurer D:				
<b>Coverages</b> <small>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. Aggregate limits shown may have been reduced by paid claims.</small>								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$		
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$		
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence Aggregate		
A	<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.		WC 71949	01/01/2019	01/01/2020	<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> WC Statutory Limits             </div> <div> <input type="checkbox"/> OTH-ER             </div> </div> E.L. Each Accident \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Policy Limits \$1,000,000		
Other			<b>Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616</b>					
<b>Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:</b>								
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":						Client ID: 93-68-051		
<b>Aquatic Control Group Inc</b>								
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com								
<b>Project Name:</b> ISSUE 04-03-19 (AR)								
<b>Begin Date: 12/10/2018</b>								
CERTIFICATE HOLDER				CANCELLATION				
VILLAGE OF PALMETTO BAY  975 E HIBISCUS STREET PALMETTO, FL 33157				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				

CAM 19-0942

Exhibit 4

Page 33 of 44



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 1

RFP No. 12285-595  
TITLE: Waterways Cleaning and Reporting Services

ISSUED: April 26, 2019

This addendum is being issued to make the following change(s):

1. The requirement for a Pre-proposal meeting has been removed.  
Section 1.3 Pre-proposal Conference has been revised to read:

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Procurement Administrator

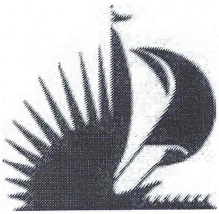
Company Name: Aquatic Control Group Inc.

(please print)

Bidder's Signature:  \_\_\_\_\_

Date: May, 11 2019





City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

## ADDENDUM NO. 2

RFP No. 12285-595  
TITLE: Waterways Cleaning and Reporting Services

ISSUED: May 16, 2019

This addendum is being issued for clarification purposes only.

1. Section 3.3 Transportation and Disposal  
Add to Disposal Costs: The City provides the disposal site with the list of the vendor's equipment and they use the City's account when at the disposal facility.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Procurement Administrator

Company Name: Aquatic Control Group Inc.

(please print)

Bidder's Signature: 

Date: May, 17 2019



# Local Business Tax Receipt

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

# LBT

**EXPIRES**  
**SEPTEMBER 30, 2019**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

RECEIPT NO.  
RENEWAL  
7529686

7243342  
BUSINESS NAME/LOCATION  
AQUATIC CONTROL GROUP INC  
1501 NW 37 ST  
MIAM, FL 33142

PAYMENT RECEIVED  
BY TAX COLLECTOR  
49.50 04/01/2019  
0229-19-005102

SEC. TYPE OF BUSINESS  
ADMIN  
OFFICE/OPERATION  
CTR

OWNER  
AQUATIC CONTROL GROUP INC  
C/O ROBERT MURIEDAS  
1  
Employee(s)

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](http://www.miamidade.gov/taxcollector)







City of Miami

DO NOT POST THIS DOCUMENT IN A CONSPICUOUS PLACE.  
NOT TRANSFERRABLE OR VALID AT ANOTHER ADDRESS  
UNLESS APPROVED BY THE FINANCE DEPARTMENT,  
CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33130,  
PHONE (305)416-1918.

THIS IS NOT A BILL  
DO NOT PAY

Effective Year **Oct. 1 2018 Thru Sep. 30 2019**

RECEIPT FOR Aquatic Control Group inc.

ISSUED Oct 13, 2018 TOTAL FEE PAID **131.00**

ACCOUNT NUMBER **152764**  
RECEIPT NUMBER **180239**  
NAME OF BUSINESS **Aquatic Control Group inc.**  
DBA  
LOCATION **1501 NW 37 ST**

IS HEREBY IN COMPLIANCE  
TO ENGAGE IN OR MANAGE  
THE OPERATION OF: **ADMINISTRATIVE OFFICE**

This issuance of a business tax receipt does not  
permit the holder to violate any zoning laws of the  
City nor does it exempt the holder from any license  
or permits that may be required by law.

This document does not constitute a certification  
that the holder is qualified to engage in the  
business, profession or occupation specified herein.  
The document indicates payment of the business  
tax receipt only.

**2019**

Erica T. Paschal  
Finance Director

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**2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P11000091534

**Entity Name:** AQUATIC CONTROL GROUP INC

**Current Principal Place of Business:**

1501 NW 37 STREET  
MIAMI, FL 33142

**Current Mailing Address:**

8910 SCHOOL HOUSE ROAD  
CORAL GABLES, FL 33156 US

**FEI Number:** 82-1946936

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BROOKS, MARK  
8910 SCHOOLHOUSE ROAD  
MIAMI, FL 33156 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:** MARK BROOKS

02/09/2019

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title VP, SECRETARY, TREASURER,  
DIRECTOR  
Name SALAZAR, JORGE LUIS  
Address 3604 NW 7 STREET  
City-State-Zip: MIAMI FL 33125

Title PRESIDENT, DIRECTOR  
Name BROOKS, MARK  
Address 8910 SCHOOL HOUSE ROAD  
City-State-Zip: CORAL GABLES FL 33156

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

**SIGNATURE:** MARK BROOKS

**PRESIDENT**

02/09/2019

Electronic Signature of Signing Officer/Director Detail

Date





**Florida Department of Agriculture and Consumer Services**  
**Pesticide Certification Office**  
**Commercial Applicator License**  
**License # CM25012**

**MURIEDAS, ROBERT J**  
**17870 NW 90 PLACE**  
**MIAMI, FL 33018**

**Categories**  
**5A**

**Issued: July 8, 2017**

**Expires: July 31, 2021**



**Signature of Licensee**



**ADAM H. PUTNAM, COMMISSIONER**

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Scanned with CamScanner





## Certificate of Achievement

awarded to

ROBERT MURIEDAS

For completion of the following training sessions

RISK MANAGEMENT, THE BASIC RIGGING PLAN, INSPECTION OF HARDWARE, INSPECTION OF SLINGS  
SLINGS AND THEIR CAPACITIES, THE RIGGING TRIANGLE, APPLICATION OF HARDWARE

as a part of the

### Crosby Communication System

on this 2nd day of February 2006

Q

"If it's Crosby, It's Quality"

*James P. Castelnuovo*

President

*Angela A. White*

Instructor

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100



Federal Emergency Management Agency




EMERGENCY MANAGEMENT INSTITUTE

This is to acknowledge that

Robert Muriedas

has successfully completed training  
to become a member of a

**Community Emergency Response Team**

  
Superintendent,  
Emergency Management Institute

  
Sponsored By

Course Manager

May 30, 1998

Date

FEMA Form 16-62, Oct. 1996

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# *Certificate of Achievement*

awarded to:

**Roberto Muriedas**

**Hazwoper First Responder**

**"Awareness Level"**

In Cooperation with South Florida Towing Association

**OSHA 1910.120**



*Instructor Louis Cimino*

**16<sup>th</sup> August 2003**

**"Ace Protective Services,  
Prepares the Unprepared"**



*Instructor Phil Benincasa*

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# *Certificate of Achievement*

awarded to:

**Roberto Muriedas**

**HazMat Transportation**

*"Security Depends On You"*

In Cooperation with South Florida Towing Association.

**49CFR 171-180**



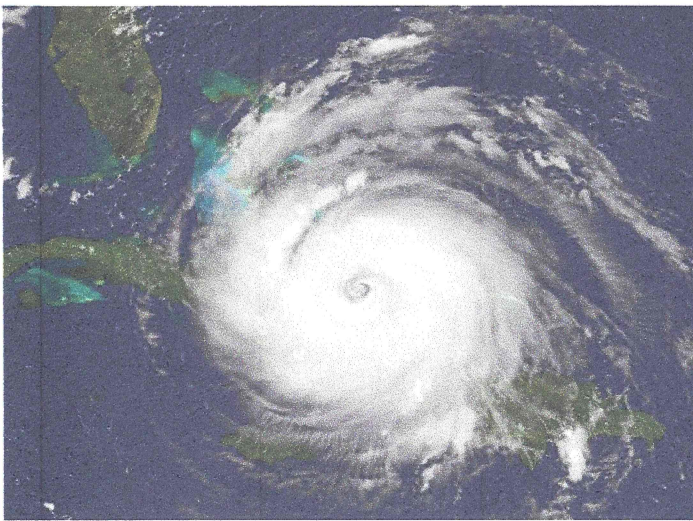
*16<sup>th</sup> August 2003*

*"Ace Protective Services,  
Prepares the Unprepared"*

*Instructor Phil Benincasa*

Scanned with CamScanner





Emergency storm response capable of responding to **National Disasters** within a moments notice



**AQUATIC  
CONTROL GROUP,  
INC**

1501 NW 37 Avenue  
Miami, FL 33142  
Ph: 305-546-4423  
E-mail: [Aquaticplantmgt@gmail.com](mailto:Aquaticplantmgt@gmail.com)

[www.aquaticcontrolgroup.com](http://www.aquaticcontrolgroup.com)



**AQUATIC  
CONTROL GROUP,  
INC**

