

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490, Fax: 786-394-4235

SENT VIA E-MAIL TO: estimating@flotechllc.com

February 6, 2025

Jose L. Ferre
FLOTECH ENVIRONMENTAL, LLC
657 South Dr. Suite 401
Miami, FL 33166
Phone: 305-299-8144

RE: NOTICE OF AWARD OF CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2025-076-DF, FOR OUTFALL CLEANING AND MAINTENANCE SERVICES.

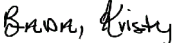
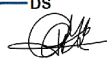
Dear Mr. Ferre:

On December 5, 2024, FLOTECH ENVIRONMENTAL, LLC (the "Contractor") submitted to the City of Miami Beach, Florida (the "City") a bid in response to the above-referenced ITB. The ITB stipulates, pursuant to Section 0100, Sub-Section 16, Binding Contract, that the approval of the City Manager's recommendation by the Mayor and City Commission shall constitute a binding Contract between the City and the awarded bidder.

Accordingly, this letter shall serve as official notice from the City that the Mayor and Commission, at its February 3, 2025, meeting, approved the City Manager's recommendation, pursuant to the ITB to award a contract to FLOTECH ENVIRONMENTAL, LLC as the primary service provider for outfall cleaning and maintenance services. It is important to note that no services may be performed until such time as the City has issued a Purchase Order.

If you have any questions regarding this notification of award letter, you may contact Valerie Velez, Contract Analyst, Procurement Department, at ValerieVelez@miamibeachfl.gov or at 305-673-7490. Otherwise, all other questions should be addressed to the Contract Manager for this contract, Stanley Payne Public Works Department, at StanleyPayne@miamibeachfl.gov or 305-673-7000 ext. 22343.

Sincerely,

DocuSigned by:

FCF87145FE8248A...
Kristy Baud
Chief Procurement Officer
ME 

ATTACHMENT A
COMMISSION AWARD MEMO

C2 G REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO
INVITATION TO BID (ITB) 2025-076-DF OUTFALL CLEANING AND
MAINTENANCE SERVICES. (PUBLIC WORKS)
Applicable Area:

Procurement Requests - C2 G



COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: February 3, 2025

TITLE: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2025-076-DF OUTFALL CLEANING AND MAINTENANCE SERVICES. (PUBLIC WORKS)

RECOMMENDATION

The Administration recommends that the Mayor and City Commission (City Commission) approve the award of a contract to Flotech Environmental, LLC., the lowest responsive and responsible bidder, as the primary vendor, Pump Outs Unlimited, Inc. as the second-lowest responsive and responsible bidder, as the secondary vendor, and Envirowaste Services Group, Inc. as the third-lowest responsive and responsible bidder, as the tertiary vendor, pursuant to Invitation to Bid (ITB) No. 2025-076-DF for outfall cleaning and maintenance services.

This solicitation is currently under the cone of silence.

BACKGROUND/HISTORY

To enhance the City's infrastructure preparedness for stormwater events and reduce the risk of flooding in specific areas, a contractor is required to provide outfall cleaning services. These services include stormwater pipe and structure cleaning, video inspections, catch basin cleaning, and outfall maintenance. The contractor must:

- Obtain all necessary permits for dewatering activities and bypass pumping required for inspections
- Provide all labor, materials, and equipment needed to complete the work
- Remove pipe plugs during rainfall, pending rainfall, and at the end of each workday
- Properly dispose of all solids removed from the drainage system at a licensed landfill

On December 11, 2019, the City Commission approved the award of contract ITB 2019-232-AY for outfall cleaning and maintenance services. The contract had an initial term of three years, with two optional one-year extensions, and is set to expire on February 2025.

To secure a replacement contractor, ITB 2025-076-DF was issued. This bid seeks to establish a contract through sealed bids with qualified firms for as-needed outfall cleaning and maintenance services for the City. The scope includes servicing outfalls owned by both the City and the State of Florida.

Additionally, the City's Living Wage requirements, as outlined in Section 2-408 of the City Code, apply to employees of the successful contractor under this ITB and the resulting agreement.

ANALYSIS

On October 23, 2024, the ITB was issued. A pre-bid conference was held on November 4, 2024 to provide information to proposers submitting a response. Bid notices were issued to

approximately 38,000 companies utilizing the City's e-procurement system, with 110 prospective bidders accessing the solicitation. One (1) addendum was issued. Responses were due and received on December 5, 2024. The City received a total of seven (7) proposals from the following firms:

- Always On Time Cleaning Services LLC
- Bayside Dredging LLC
- Envirowaste Services Group, Inc.
- Flotech Environmental, LLC
- In Depth Inc.
- National Water Main Cleaning Company
- Pump Outs Unlimited, Inc

The bid submittal from Always On Time Cleaning Services LLC. was deemed non-responsive for failure to comply with the ITB requirements because the bidder failed to provide a Cost Proposal Form as required in the ITB. As a result, the bid could not be further considered.

The ITB stated that the responsive, responsible bidder(s) meeting all ITB terms, conditions, and specifications would be recommended for award. In its due diligence, the Procurement and Public Works departments verified that Flotech Environmental, LLC., the lowest responsive and responsible bidder, recommended as the primary vendor, Pump Outs Unlimited, Inc. as the second-lowest responsive and responsible bidder, recommended as the secondary vendor, and Envirowaste Services Group, Inc as the third-lowest responsive and responsible bidder, recommended as the tertiary vendor met the requirements of the ITB.

Below are brief descriptions of the responsive and responsible bidders.

Flotech Environmental, LLC.

Founded in 2012, Flotech Environmental, LLC (“Flotech”) is an environmental contractor providing cleaning, maintenance, and repair services for critical infrastructure, including wastewater conveyance systems and underground utility services. Some of its clients include municipalities, contractors, property managers, homeowner associations, and engineering firms. Flotech’s skilled technicians use minimally invasive and cost-effective trenchless methods, ensuring a more sustainable environment while minimizing disruption of critical services in the communities it serves. Flotech has provided service to Orange County, FL, Sumter County, FL, and the Florida Department of Transportation (FDOT). The City has received positive feedback from references provided by Flotech. Further, Flotech is currently an incumbent vendor for the City’s routine and emergency sanitary sewer and stormwater system cleaning and closed-circuit television (CCTV) inspection services and has received positive feedback from the user department.

Pump Outs Unlimited, Inc.

Pump Outs Unlimited Inc. (“Pump Outs”) has consistently grown since its debut back in 1991. It is a family-owned and operated service company based in South Florida. Pump Outs specializes in storm drain, lift station & grease trap maintenance. It also specializes in commercial, residential, and industrial plumbing, wastewater, stormwater, grease recovery, high-velocity water jetting, and TV camera inspection needs. Pump Outs has provided services throughout Texas and Florida, including in the South Florida region as a vendor for Miami-Dade College. The City has received positive feedback from references provided by Pump Outs.

Envirowaste Services Group, Inc

Envirowaste Services Group, Inc (“Envirowaste”) has decades of experience inspecting, cleaning, maintaining, and rehabilitating storm and wastewater systems throughout the Southeast. Its team of skilled, professional technicians has provided services throughout Florida, including in the Town of Cutler Bay, City of Miami, and Bal Harbour Village. The City has received positive feedback from references provided by Envirowaste. Additionally, Envirowaste is currently an incumbent vendor for the City’s outfall cleaning and maintenance services and has received positive feedback from the user department.

SUPPORTING SURVEY DATA

According to a 2024 Community Satisfaction Survey conducted by ETC Institute, local businesses have increased their perceptions of the City’s efforts to prepare for disasters from 55% to 64%, the City’s efforts to reduce risk from rainfall/sea-level rise from 38% to 45% and the overall image of the City from 47% to 65%. In order to continue this upward trend, it is imperative that these services be obtained in order to assist in the City’s sustainability and resiliency efforts within the Public Works Department purview.

FISCAL IMPACT STATEMENT

Staff performed a cost analysis to determine whether the fiscal impact was in the City's best interest. When comparing the current contract, which began in February 2020, to the bid prices submitted under ITB 2025-076-DF, costs are, on average, 3% lower. It is important to note that the Consumer Price Index for All Urban Consumers (CPI-U) in the Miami-Fort Lauderdale-West Palm Beach area increased by approximately 25.3% from October 2020 to October 2024, representing the duration of the current contract period. Therefore, taking into consideration the CPI-U increase, the City is realizing an average cost savings of 28.3%. The costs of the related services are subject to funds availability approved through the City’s budgeting process.

Does this Ordinance require a Business Impact Estimate?

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:
See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

FINANCIAL INFORMATION

427-0427-000325-29-413-517-00-00-00-	\$250,000.00
	\$250,000.00

CONCLUSION

Based on the foregoing, the Administration recommends that the Mayor and City Commission approve the award of a contract to Flotech Environmental, LLC., the lowest responsive and responsible bidder, as the primary vendor, Pump Outs Unlimited, Inc. as the second-lowest responsive and responsible bidder, as the secondary vendor, and Envirowaste Services Group, Inc. as the third-lowest responsive and responsible bidder, as the tertiary vendor, pursuant to Invitation to Bid (ITB) No. 2025-076-DF for outfall cleaning and maintenance services.

LOBBYIST DISCLOSURE

In accordance with Resolution No. 2023-32857, adopted by the City Commission on December 13, 2023, the following information has been provided by the Administration:

- 1. Was the Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? **No.**
- 2. If so, specify name of lobbyist(s) and principal(s): **Not applicable.**

Applicable Area Citywide
Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking
Public Works/Procurement

Applicable Area

Citywide

Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Procurement

Condensed Title

Award ITB 2025-076-DF, Outfall Cleaning and Maintenance Services. PW/PR

Previous Action (For City Clerk Use Only)

ITB 2025-076-DF Outfall Cleaning and Maintenance Services
Tabulation - At a Glance

Bidder	Group A - Regular Services	Group B - Emergency Services	Group C - Additional Repair, Replace, Install	Total
¹ Flotech Environmental	\$ 229,525.00	\$ 229,525.00	\$ 51,150.00	\$ 510,200.00
² Pump Outs	\$ 323,500.00	\$ 323,500.00	\$ 48,250.00	\$ 695,250.00
³ Envirowaste Services Group	\$ 398,962.50	\$ 398,962.50	\$ 40,750.00	\$ 838,675.00
National Water Main Cleaning Co	\$ 388,750.00	\$ 397,625.00	\$ 63,250.00	\$ 849,625.00
Bayside Dredging	\$ 1,018,700.00	\$ 1,409,950.00	\$ 26,000.00	\$ 2,454,650.00
In Depth	\$ 1,170,000.00	\$ 2,315,000.00	\$ 254,750.00	\$ 3,739,750.00

¹ Flotech Environmental is recommended to be awarded as primary vendor

² Pump Outs is recommended to be awarded as secondary vendor

³ Envirowaste Service Group is recommended to be awarded as tertiary vendor

ITB 2025-076-DF Outfall Cleaning and Maintenance Services
Tabulation

Group A – Regular Services

Item	Description	Est. Qty (a)	U / M (b)	Bayside Dredging LLC			Envirowaste Services Group			Flotech			In Depth			National Water Main Cleaning			Pump Outs		
				Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)	
1	Inspection / Report per Outfall	100	Each	\$ 250.00	\$ 25,000.00		\$ 360.00	\$ 36,000.00		\$ 1,000.00	\$ 100,000.00		\$ 2,000.00	\$ 20,000.00		\$ 100.00	\$ 10,000.00		\$ 975.00	\$ 97,500.00	
2	Pipe Cleaning – 0'-24" Diameter	50	Each	\$ 2,200.00	\$ 110,000.00		\$ 600.00	\$ 30,000.00		\$ 200.00	\$ 10,000.00		\$ 2,500.00	\$ 125,000.00		\$ 1,000.00	\$ 50,000.00		\$ 500.00	\$ 25,000.00	
3	Pipe Cleaning – 25'-36" Diameter	50	Each	\$ 2,400.00	\$ 120,000.00		\$ 675.00	\$ 33,750.00		\$ 200.00	\$ 10,000.00		\$ 3,000.00	\$ 150,000.00		\$ 1,300.00	\$ 65,000.00		\$ 500.00	\$ 25,000.00	
4	Pipe Cleaning – 37'-48" Diameter	50	Each	\$ 3,400.00	\$ 170,000.00		\$ 735.00	\$ 36,750.00		\$ 200.00	\$ 10,000.00		\$ 3,500.00	\$ 175,000.00		\$ 1,500.00	\$ 75,000.00		\$ 500.00	\$ 25,000.00	
5	Pipe Cleaning – 49'-72" Diameter	50	Each	\$ 5,200.00	\$ 260,000.00		\$ 915.00	\$ 45,750.00		\$ 200.00	\$ 10,000.00		\$ 4,000.00	\$ 200,000.00		\$ 1,800.00	\$ 90,000.00		\$ 500.00	\$ 25,000.00	
6	Alluvial Fan Removal	25	Cubic Yard	\$ 250.00	\$ 6,250.00		\$ 437.50	\$ 10,937.50		\$ 1.00	\$ 25.00		\$ 1,500.00	\$ 37,500.00		\$ 125.00	\$ 3,125.00		\$ 550.00	\$ 13,750.00	
7	Hauling and Disposing	25	Cubic Yard	\$ 50.00	\$ 1,250.00		\$ 595.00	\$ 14,875.00		\$ 900.00	\$ 22,500.00		\$ 1,500.00	\$ 37,500.00		\$ 125.00	\$ 3,125.00		\$ 550.00	\$ 13,750.00	
8	Mangrove Trimming	20	Cubic Yard	\$ 60.00	\$ 1,200.00		\$ 4,920.00	\$ 98,400.00		\$ 100.00	\$ 2,000.00		\$ 1,000.00	\$ 20,000.00		\$ 250.00	\$ 5,000.00		\$ 550.00	\$ 11,000.00	
9	Box Culvert Cleaning – 0-23 square feet	25	Each	\$ 6,000.00	\$ 150,000.00		\$ 1,775.00	\$ 44,375.00		\$ 1,300.00	\$ 32,500.00		\$ 4,000.00	\$ 100,000.00		\$ 1,500.00	\$ 37,500.00		\$ 1,500.00	\$ 37,500.00	
10	Box Culvert Cleaning – 24-36 square feet	25	Each	\$ 7,000.00	\$ 175,000.00		\$ 1,925.00	\$ 48,125.00		\$ 1,300.00	\$ 32,500.00		\$ 5,000.00	\$ 125,000.00		\$ 2,000.00	\$ 50,000.00		\$ 2,000.00	\$ 50,000.00	
				\$ 1,018,700.00			\$398,962.50			\$229,525.00			\$ 1,170,000.00			\$ 388,750.00			\$ 323,500.00		

Group B – Emergency Services

Item	Description	Est. Qty (a)	U / M (b)	Bayside Dredging LLC			Envirowaste Services			Flotech			In Depth			National Water Main			Pump Outs		
				Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)	
11	Inspection / Report per Outfall	100	Each	\$ 250.00	\$ 25,000.00		\$ 360.00	\$ 36,000.00		\$ 1,000.00	\$ 100,000.00		\$ 4,000.00	\$ 400,000.00		\$ 100.00	\$ 10,000.00		\$ 975.00	\$ 97,500.00	
12	Pipe Cleaning – 0'-24" Diameter	50	Each	\$ 5,000.00	\$ 250,000.00		\$ 600.00	\$ 30,000.00		\$ 200.00	\$ 10,000.00		\$ 5,000.00	\$ 250,000.00		\$ 1,250.00	\$ 62,500.00		\$ 500.00	\$ 25,000.00	
13	Pipe Cleaning – 25'-36" Diameter	50	Each	\$ 5,000.00	\$ 250,000.00		\$ 675.00	\$ 33,750.00		\$ 200.00	\$ 10,000.00		\$ 6,000.00	\$ 300,000.00		\$ 1,500.00	\$ 75,000.00		\$ 500.00	\$ 25,000.00	
14	Pipe Cleaning – 37'-48" Diameter	50	Each	\$ 5,000.00	\$ 250,000.00		\$ 735.00	\$ 36,750.00		\$ 200.00	\$ 10,000.00		\$ 6,500.00	\$ 325,000.00		\$ 2,000.00	\$ 100,000.00		\$ 500.00	\$ 25,000.00	
15	Pipe Cleaning – 49'-72" Diameter	50	Each	\$ 6,000.00	\$ 300,000.00		\$ 915.00	\$ 45,750.00		\$ 200.00	\$ 10,000.00		\$ 8,000.00	\$ 400,000.00		\$ 2,500.00	\$ 125,000.00		\$ 500.00	\$ 25,000.00	
16	Alluvial Fan Removal	25	Cubic Yard	\$ 300.00	\$ 7,500.00		\$ 437.50	\$ 10,937.50		\$ 1.00	\$ 25.00		\$ 3,000.00	\$ 75,000.00		\$ 350.00	\$ 8,750.00		\$ 550.00	\$ 13,750.00	
17	Hauling and Disposing	25	Cubic Yard	\$ 50.00	\$ 1,250.00		\$ 595.00	\$ 14,875.00		\$ 900.00	\$ 22,500.00		\$ 3,000.00	\$ 75,000.00		\$ 150.00	\$ 3,750.00		\$ 550.00	\$ 13,750.00	
18	Mangrove Trimming	20	Cubic yard	\$ 60.00	\$ 1,200.00		\$ 4,920.00	\$ 98,400.00		\$ 100.00	\$ 2,000.00		\$ 2,000.00	\$ 40,000.00		\$ 350.00	\$ 7,000.00		\$ 550.00	\$ 11,000.00	
19	Box Culvert Cleaning – 0-23 square feet	25	Each	\$ 6,000.00	\$ 150,000.00		\$ 1,775.00	\$ 44,375.00		\$ 1,300.00	\$ 32,500.00		\$ 8,000.00	\$ 200,000.00		\$ 100.00	\$ 2,500.00		\$ 1,500.00	\$ 37,500.00	
20	Box Culvert Cleaning – 24-36 square feet	25	Each	\$ 7,000.00	\$ 175,000.00		\$ 1,925.00	\$ 48,125.00		\$ 1,300.00	\$ 32,500.00		\$ 10,000.00	\$ 250,000.00		\$ 125.00	\$ 3,125.00		\$ 2,000.00	\$ 50,000.00	
				\$ 1,409,950.00			\$398,962.50			\$229,525.00			\$ 2,315,000.00			\$ 397,625.00			\$ 323,500.00		

Group C - Additional Repair, Replace, Install

Item	Description	Est. Qty (a)	U / M (b)	Bayside Dredging LLC			Envirowaste Services			Flotech			In Depth			National Water Main			Pump Outs		
				Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)		Unit Cost (c)	Total = (a x c)	
21	Regular - Hourly Labor Rate (weekdays)	200	Hours	\$ 80.00	\$ 16,000.00		\$ 110.00	\$ 22,000.00		\$ 150.00	\$ 30,000.00		\$ 650.00	\$ 130,000.00		\$ 175.00	\$ 35,000.00		\$ 130.00	\$ 26,000.00	
22	Non-Regular - Hourly Labor Rate (weekdays after 5:00 pm, weekends, and/or Holidays)	50	Hours	\$ 100.00	\$ 5,000.00		\$ 125.00	\$ 6,250.00		\$ 150.00	\$ 7,500.00		\$ 975.00	\$ 48,750.00		\$ 200.00	\$ 10,000.00		\$ 160.00	\$ 8,000.00	
23	Emergency - Hourly Labor Rate	50	Hours	\$ 100.00	\$ 5,000.00		\$ 135.00	\$ 6,750.00		\$ 165.00	\$ 8,250.00		\$ 1,400.00	\$ 70,000.00		\$ 250.00	\$ 12,500.00		\$ 175.00	\$ 8,750.00	
				\$ 26,000.00			\$ 35,000.00			\$ 45,750.00			\$ 248,750.00			\$ 57,500.00			\$ 42,750.00		

Item	Description	(A) Estimated Quantity
24	Administrative Discount or Mark- up for Parts and Supplies	\$5,000

Bayside Dredging LLC		
(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up	(D) Net Cost If Discount Is offered (A - C = D) Or Net Cost If Mark-up is offered (A + C = D)
0	0	No Disc. or Mark-up
		0

Envirowaste Services		
(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up	(D) Net Cost If Discount Is offered (A - C = D) Or Net Cost If Mark-up is offered (A + C = D)
15%	\$750	Mark-Up
		\$5,750

Fitech		
(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up	(D) Net Cost If Discount Is offered (A - C = D) Or Net Cost If Mark-up is offered (A + C = D)
8%	\$400	Mark-up
		\$5,400

In Depth		
(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up	(D) Net Cost If Discount Is offered (A - C = D) Or Net Cost If Mark-up is offered (A + C = D)
20%	\$1,000	Mark-up
		\$6,000

National Water Main		
(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up	(D) Net Cost If Discount Is offered (A - C = D) Or Net Cost If Mark-up is offered (A + C = D)
15%	\$750	Mark-Up
		\$5,750

Pump Outs		
(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up	(D) Net Cost If Discount Is offered (A - C = D) Or Net Cost If Mark-up is offered (A + C = D)
10%	\$500	Mark-up
		\$5,500

ATTACHMENT B

ADDENDA AND ITB SOLICITATION



PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

ADDENDUM NO. 1
INVITATION TO BID NO. 2025-076-DF
OUTFALL CLEANING AND MAINTENANCE SERVICES
November 20, 2024

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. REVISION: ITB DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Thursday, December 5, 2024.

All bids received and time stamped through PeriscopeS2G, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. RESPONSES TO QUESTIONS RECEIVED:

Q1: Is a Bid Bond required for this project? if so, what percentage?

A1: There is no Bid Bond requirement for this ITB.

Q2: BID SUBMITTAL QUESTIONNAIRE WITH LIVING WAGE AND EQUAL BEN. - FINAL 10.27.22 is an interactive webform, yet it is asking to put a signature. Are we supposed to print, sign and attach? Is there a place to attach documents? Thanks.

A2: The authorized representative may print their name on the fields.

Q3: I wanted to ask about plugging the lines, are we plugging the lines into the outfalls. I see they something about using barriers, but not sure how that will stop the water flow.

A3: Yes, the upstream manhole should be plugged in order to clean the outfall. There should be a turbidity curtain to prevent plumes from entering the waterway.



PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: DannyFlores@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,
Natalia Delgado
for Kristy Bada
Chief Procurement Officer



Invitation to Bid (ITB)
2025-076-DF
Outfall Cleaning and Maintenance Services

TABLE OF CONTENTS

SOLICITATION SECTIONS:

0100 INSTRUCTIONS TO BIDDERS
0200 GENERAL TERMS AND CONDITIONS
0300 BID SUBMITTAL INSTRUCTIONS & FORMAT.....

APPENDICES:

APPENDIX A MINIMUM REQUIREMENTS, SPECIFICATIONS, AND SPECIAL CONDITIONS
APPENDIX B COST PROPOSAL FORM
APPENDIX C INSURANCE REQUIREMENTS
APPENDIX D MAP OF LOCATIONS

SECTION 0100

INSTRUCTIONS TO BIDDERS

1. GENERAL.

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City") as the means for prospective Bidders to submit their qualifications, proposed scopes of work, and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and are complementary to one another and together establish the complete terms, conditions, and obligations of the Bidders and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes Periscope S2G (formerly known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to ensure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of the proposal submitted.

2. BACKGROUND/PURPOSE.

On December 11, 2019, the Mayor and City Commission approved the award of Contract ITB 2019-232-AY for outfall cleaning and maintenance services. The contract had an original term of three (3) years with the City option to renew for two (2) additional one (1) year periods, currently scheduled to expire February 11, 2025.

The purpose of this bid is to establish a contract, by means of sealed bids, with qualified firm(s) for outfall cleaning and maintenance services for the City of Miami Beach on an as needed basis. The outfalls to be serviced are a combination of both the City's and State of Florida. The City estimates the annual budget for this contract to be \$100,000.00.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	October 23, 2024
Pre-Bid Meeting	<div>November 4, 2024, at 11:00 am ET</div> <div>Microsoft Teams Need help? Join the meeting now Meeting ID: 211 587 780 170 Passcode: nkoCCb</div> <div>Dial in by phone Phone number: 786-636-1480 Phone conference ID: 985 952 774, then #</div>

Deadline for Receipt of Questions	November 8, 2024, at 5:00 pm ET
Responses Due	November 22, 2024, at 3:00 pm ET Microsoft Teams Need help? Join the meeting now Meeting ID: 231 603 300 669 Passcode: xkHAVZ Dial in by phone Phone number: 786-636-1480 Phone conference ID: 549 962 215, then #
Tentative Commission Approval Authorizing Award	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

Danny Flores

Telephone:

305-673-7000, Ext. 26652

Email:

dannyflores@miamibeachfl.gov

Additionally, copy the City Clerk on all communications via email at RafaelGranado@miamibeachfl.gov or via facsimile at 786-394-4188.

The Bid title/number shall be referenced in all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days before the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders as an addendum.

5. PRE-BID MEETING OR SITE VISIT(S). A pre-bid meeting or site visit(s) may be scheduled. Attendance for the pre-bid meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the pre-bid meeting must follow these steps:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 211 587 780 170

Passcode: nkoCCb

Dial in by phone

Phone number: 786-636-1480

Phone conference ID: 985 952 774, then #

Bidders participating via telephone should email the contact person listed in this ITB expressing their intent to participate via telephone.

6. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City. They will be without legal effect, including any information received at the pre-submittal meeting or site visit(s). The City, through Addenda, will issue interpretations or written

addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addenda will be released through *Periscope S2G*. Any prospective bidder who has received this ITB by any means other than through *Periscope S2G* must register immediately with Periscope S2G to ensure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of the bid submittal. Written questions should be received no later than the date outlined in the **Anticipated ITB Timetable** section.

7. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder shall be solely responsible for making all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

8. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations, once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager, are under the "**Cone of Silence.**" The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited, with the exception of communications with the Procurement Director or their administrative staff responsible for administering the procurement process for this solicitation, providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

9. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the City's best interest. The City Commission shall consider the City Manager's recommendation(s) and may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best Bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The Bidder's ability, capacity, and skill to perform the contract.**
- **Whether the Bidder can perform the contract within the time specified, without delay or interference.**
- **The Bidder's character, integrity, reputation, judgment, experience, and efficiency.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.**

When the lowest bid amount is equal to or less than the amount established in Section 2-366 of the City Code for formal bids, this contract shall be awarded by the City Manager, or designee, to the lowest responsive and responsible Bidder meeting all terms, conditions, and specifications of the ITB.

10. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group, or in its entirety, beginning with the lowest, responsive, responsible Bidder (primary), followed by the second lowest, responsive, responsible Bidder (secondary), and continuing with other responsive, responsible bidders in order of the next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to comply with any contract or delivery requirement; 2) it is in the best interest of the City to do so, regardless of reason.

Bidder acknowledges and agrees that this contract and the award of any work hereunder is non-exclusive, and the City may, at its sole and absolute discretion, award similar services or work to other firms under contract with the City (either as a co-primary contractor or as secondary or tertiary contractors). No Purchase Order shall be issued to Contractor, and no work or Services shall be authorized under this Agreement, except at the City's sole discretion. The Contractor shall have no entitlement to perform any services hereunder or to be compensated for any services unless set forth in a written Purchase Order.

11. E-VERIFY. As a Contractor, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Price Form and the Bid Bond (if applicable) shall render a bid non-responsive. Non-responsive bids will not be considered. With the exception of the Bid Price Form and the Bid Bond, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from the Bidder or other source(s), including but not limited to any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in the proposal being deemed non-responsive.

13. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, a Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City, you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on registering, completing vendor qualifications, and submitting electronic bids, visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

If you have any questions regarding this system or registration, please visit the link above or contact Periscope S2G, Supplier-to-Government, at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF-SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The VSS webpage <https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx> will also provide purchase orders and payment information.

Should you have any questions, please submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. The City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC), and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems, and you must register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

16. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the Bidder, which shall be deemed accepted upon award of the bid by the City Commission or as delegated by the City Commission. Said award shall constitute a binding Contract between the City and the awarded Bidder (s). In case of default on the part of the successful Bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance. The contract shall include the solicitation, all addenda issued by the City, and the Bid Proposal submitted by the Bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

17. INDEMNIFICATION

The Contractor agrees that it will indemnify and hold the Federal Government, its employees and their contractors, the State of Florida, its employees and their contractors, the County, its employees and their contractors, and the Municipality and its employees and their contractors harmless from liability to third parties for claims asserted under such contract for any work performed.

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SECTION 0200

GENERAL TERMS AND CONDITIONS

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (dated 10.27.2022), incorporated herein, located at:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

FORMAL SOLICITATIONS TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (dated 8/20/20), incorporated herein, located at:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300

BID SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES ONLY. Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are unacceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files per the instructions included in Section 4 below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to ensure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as submitted in a timely manner. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time to submit bids and upload attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll-free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Cost Proposal Form (Appendix B)
3. Failure to comply with the Minimum Eligibility Requirements (if applicable).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically), the Cost Proposal, and the bid bond (if applicable) with the bid and by the deadline for submittals shall render the bid non-responsive. Non-responsive bids will not be considered. Bid Submittals received that do not include the Cost Proposal Form, completed as required, bid submittal questionnaire, or Bid Bond (if applicable) completed as required and fully executed shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

4. ELECTRONIC BID FORMAT. In order to maintain comparability and facilitate the review process, it is strongly recommended that bids be organized and tabbed in accordance with the tabs and sections specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the "Line Items" attachment tab in BidSync.

BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix B).** The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN THE BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

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APPENDIX A

MIAMI BEACH

Minimum Requirements, Specifications, and Special Conditions

2025-076-DF Outfall Cleaning and Maintenance Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. Not used.

C2. Statement of Work Required.

The Contractor shall perform work which shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required. The work shall be complete, and all work, materials, and services not expressly shown which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

The work required consists of the cleaning of stormwater pipe, structure, cleaning of catch basins, cleaning of outfalls, and video inspection. The Contractor shall:

- Obtain any required permitting for de-watering activities and bypass pumping that may be needed for videotaping and inspection. The contractor shall dispose of all solids removed from the drainage system in an appropriately licensed landfill. Throughout the project, a monthly log detailing the date, location, and amount of material removed from the drainage system is to be kept. This log is to be given to the City in electronic format prior to project closeout.
- Comply with the City's intent to obtain a completely clean and full video inspection or pictures of the relevant pipe and any items of labor, materials, or equipment, which may reasonably be assumed as necessary to accomplish work.
- Remove all plugs from the pipes during rainfall, pending rainfall, and at the completion of each day's work.

C3. Specifications

3.1 – Routine Services (Group A). The following specifications shall be considered the minimum acceptable requirement for each item.

Line Item 1 - Inspection/Report per Outfall: Inspection and reporting of each outfall. The report shall include the following for each outfall:

- Percent of blockage
- Length of pipe/box to be cleaned. Any cleaning in excess of 25 feet of pipe/box shall be noted
- Estimate of waste material to be removed
- Any damage found
- Estimate cost to repair damage
- Area of Mangrove Trimming that is required
- Verify pipe size and pipe material
- Location
- Photographs/Video

Line Items 2-5 - Pipe Cleaning for All Sizes: For bid line items 2-5, the vendor shall remove all dirt, barnacles and foreign materials at the outfall and up to twenty feet of pipe which is impeding the flow of storm water into the waterway. This item includes the use and placing of turbidity barriers. All outfall pipe cleaning shall include cleaning of the headwall structure 24 inches around all pipe sizes. Below is the list of diameters for

the pipe cleaning:

- 0"-24" Diameter
- 25"-36" Diameter
- 37"-48" Diameter
- 49"-72" Diameter

Line Item 6 - Alluvial Fan Removal: Remove sediment build up from the outfalls. This item shall be paid in cubic yards of material removed.

Line Item 7 - Hauling and Disposing: Haul away and dispose of all waste and vegetation material from the assigned outfall locations to an approved landfill site or a designated city site. This item includes all costs and incidentals associated with the hauling and disposal of the waste/vegetation material via a watertight truck. Materials removed from the outfalls shall be removed and disposed of according to all local and state regulations.

All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

Line Item 8 - Mangrove Trimming: Trim mangroves when directed by the City. All tools used for trimming must be clean and free of oils. It is very important the tools are sharp for a clean cut. Any proposed mangrove trimming would need authorization from Miami-Dade County – DERM prior conducting the trimming.

Line Items 9-10 - Box Culvert Cleaning: Remove all dirt and foreign materials at the outfall and up to twenty feet of box culvert. This item includes the use and placing of turbidity barriers. The majority of the City's box culverts are 3' by 5'. All box culvert outfall cleaning shall include cleaning of the headwall structure 12 inches around all pipe sizes.

- Box Culvert Cleaning 0 – 23 square feet
- Box Culvert Cleaning 24 – 36 square feet

3.2 - Emergency Services (Group B). On occasions, the City may request additional work which may take place during a disaster, such as a hurricane response. The City reserves the right to exercise its discretion in making the determination as to what time the contract will be activated. All work shall be completed in accordance with FEMA regulations and applicable environmental requirements. Refer to Section 0200 – General Terms and Conditions - FORMAL SOLICITATIONS TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS.

3.3. Additional Services - Repair, Replace, Install (Group C). Repairs include but are not limited to: mud work to face of seawall, sealing around discharge pipe to the waterway or replacing a section of pipe leading to seawall. City will determine what takes priority based on the inspection reports and pictures provided by the bidder. Repair work shall not be conducted without prior approval from Project Manager.

3.4 - Map of Locations. See attached Appendix D.

3.5 – Service Standards. The below listed and defined standards shall be incorporated in all applicable services provided to the City under this contract. Bid pricing provided shall be inclusive of the below:

3.5.1 - Hydraulic Uplift on Structures. The Contractor shall be completely responsible for any tanks, wet wells, pipelines, manholes, foundations, cellars, or similar structures that may become buoyant during the operations due to the ground water, floods or buoyancy of piping caused due to the placement of flowable backfills before the structure is put into operation. Should there be any possibility of buoyancy of a pipeline or structure, the Contractor shall take the necessary steps to prevent its buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

3.5.2 - Water Tightness of Structures. General: It is the intent of these specifications that all concrete work, sealing work around built-in items and penetrations be performed as required to ensure that groundwater, rainwater, wastewater, chemical solutions or other process liquids in tanks, wet wells, channels, and containers will not leak into any buildings and/or equipment rooms, pipe galleries, habitable areas, or other generally dry areas.

1. The required water tightness shall be achieved by quality concrete construction and proper sealing of all joints and penetrations.
2. Each unit shall be tested separately, and the leakage tests shall be made prior to backfilling and before equipment is installed unless otherwise approved by the City Representative.
3. The Contractor shall provide at his own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc., necessary to perform the required test.

Built-in Items and Penetrations: All pipe sleeves, built-in items and penetrations shall be sealed as detailed and as required to ensure a continuous watertight seal.

3.5.3 - Cutting and Patching. The Contractor shall perform all cutting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of other by cutting, excavating or otherwise altering their work and shall only cut or alter work with the written consent of the City Representative and of the other contractors whose work will be affected.

3.5.4 - Abandonment and Salvage of Existing Facilities. General: The scope of work requires the Contractor to interface with existing structures, and piping which will be abandoned or otherwise removed and/or relocated as part of the work. Prior to beginning any work associated with existing facilities to be abandoned, salvaged, or otherwise removed or relocated, the Contractor shall inform the City of his intent so that all arrangements can be made with the City for isolating pipelines (where possible) or otherwise removing existing facilities from service to the extent possible. The Contractor shall not proceed without written authorization from the City. **The Contractor shall contact and coordinate accordingly with utility companies prior to and during the execution of the relocation, removal or abandonment of existing utility structures. Existing utility coordination is exclusively the responsibility of the Contractor.**

Pipelines: The CONTRACTOR shall abandon, salvage or otherwise remove existing pipelines or segments of existing pipelines shown to be abandoned in place, salvaged, or removed as part of the

contract work. Unless otherwise indicated, all piping to be abandoned shall be abandoned in place. Pipe shown to be abandoned need only be removed a minimum three feet clear of new utilities to be installed. Abandon-in-place shall be defined as installing plugs, or other permanent closure, as reviewed and accepted by the CITY, on all termination's, open ends or ends of pipe designated as being cut, capped and anchored in an acceptable manner. The pipe will remain buried unless otherwise noted.

Piping that needs to be removed, or any piping to be abandoned which interferes with new structures or piping, shall be excavated and removed using methods which will not disturb adjacent piping or other facilities. All pipe materials shall be subject to salvage by the City as defined below. Any remaining piping on both ends of pipe segments removed shall be abandoned in-place, per the above definition. After piping has been removed, the Contractor shall backfill the excavated area in accordance with requirements set forth in other sections of these specifications.

3.5.5 - Rehabilitation. Certain areas of existing structures, piping, conduits, and the like will be affected by work necessary to complete modifications under this Contract. The Contractor shall be responsible to rehabilitate those areas affected by its construction activities.

Where new piping is to be connected to existing piping, the existing piping shall be cut square and the ends properly prepared for the connection shown on the drawings. Any damage to the lining and coating of the existing piping shall be repaired by the Contractor.

3.5.6 - Sleeves and Openings. When requested by the Contractor, the installer of the pipes, conduit, or equipment, including those contractors or subcontractors who require openings or chases in slabs and walls for passage of ducts, mounting or equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the subcontractor or contractor for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the Contractor shall schedule his operations to provide a reasonable opportunity and time interval for such inspection.

Any cost resulting from correction of defective, ill-timed, or mis located work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the subcontractor or contractor responsible therefor. No contractor or subcontractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. In no case shall beams lintels, or other structural members be cut without the approval of the City Representative. The nature and extent of any corrective or additional work shall be subject to the approval of the City Representative following consultation with the affected parties.

3.5.7 - Requirements for Control of Work. All items of work in this Award shall be coordinated so that progress on each related work item will be continuous. The progress of the work will be review by the City monthly, and if the progress on any item of work during that week is found to be unsatisfactory, the Vendor shall be required to adjust the rate of progress on that item or other items as directed by the City.

The vendor shall conduct its operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

The vendor shall restore to its previous condition as directed by the city any private property, City property, or utilities damaged by his construction. No payment shall be made to the Vendor for any required restoration of private property, City property or utilities, unless otherwise noted.

3.5.8 - Schedule. The vendor shall provide to the Inspector a schedule of his or her activities on no greater than a monthly basis. The vendor shall notify and receive approval by the City of any alterations or deviations in advance of the work being started. The schedule can be handled via email provided that it is accurate and complete. Verbal communication alone of his scheduling will not be acceptable.

3.5.9 - Restoration/Project Clean-up. The vendor shall take every precaution to avoid damage to surrounding properties. In the event that the vendor has caused such damage, he shall repair, replace, and/or make good on any and all claims to the satisfaction of the City and the claimant.

Clean-up on this project is extremely important and the vendor will be responsible for keeping the work site neat and clean with debris being removed on a daily basis as the work progresses.

If project cleanliness reaches an unacceptable level in the opinion of the City, the City will notify the vendor in writing. If the Vendor does not act to correct the situation within 24 hours in the case of general cleanliness, the City will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the vendor.

All debris, trash, sediment shall be picked up, vacuumed and disposed of properly, not blown out into the waterways, rivers or estuaries. The vendor is required to minimize pollution to the maximum extent practicable. Best management practices and sediment and erosion controls should be implemented before and throughout the work to prevent pollution as per the City's Water Quality Ordinance.

3.5.10 - Liquidated Damages. Failure to respond to a service call within the time specified may result in the successful bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all cost associated with the services performed by a secondary vendor.

3.5.11 - Site Conditions. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, or any other information made available to him prior to receipt of bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him of the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the City.

Prior to work commencement, the Contractor shall verify existing utilities and locate other potential utilities in their working area. The utility verifications consist of excavation to verify tie-in points and to locate potential conflicts that may affect the work. The Contractor shall be responsible for the coordination of this

work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.

3.5.12 - Protection of Property. The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.

The Contractor shall take all measures necessary to protect new and existing mechanical equipment from dust and debris. All protective measures shall be furnished, installed, lighted, ventilated, maintained, and removed at the Contractor's own cost.

When City water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.

In the event any of the CONTRACTOR'S activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs replacements necessary to correct the situation to the satisfaction of the ENGINEER. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The CONTRACTOR shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

3.5.13 - Weather Conditions. Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The CITY reserves the right to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the CITY for damage to the work from the elements of weather.

3.5.14 - Fire Protection. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

3.5.15 - Restricted Area. The vendor shall, in installing the new facilities, confine all activities within the City property, easement, and right-of-way's indicated. Notification to private property owners must be obtained in writing if it is necessary for the vendor to enter said property. Notification shall be two (2) weeks prior to work to be done within thirty (30) days.

3.5.16 - Existing Facilities and Structures. All existing facilities shall be protected, and if damaged, shall be repaired by the vendor at no additional cost to the City.

3.5.17 - Required Notifications. Prior to any site work, the vendor shall notify Public Works Stormwater Superintendent and Public Works Control Room at (305) 673-7625.

Prior to excavation at the site, the vendor shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

C4. Special Conditions

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this ITB shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term or two (2) one-year renewal terms at the City Manager's sole discretion. The successful Contractor shall maintain the exact terms and conditions included within the originally awarded contract for the entirety of any renewal period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative and not a right of the successful Contractor.
3. **COST ADJUSTMENTS.** On or about the anniversary of each contract year, the Contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the Agreement and readvertise for bids for the goods or services.
4. **LICENSE/CERTIFICATION.** Awarded bidder(s) shall require employees performing work for this contract to hold and maintain the adequate license or certification necessary to successfully complete the work.

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APPENDIX B

MIAMI BEACH

Cost Proposal Form

2025-076-DF
Outfall Cleaning and Maintenance
Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in the bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represent the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications, and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

GROUP A – REGULAR SERVICES					
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)
1	Inspection / Report per Outfall	100	Each	\$	\$
2	Pipe Cleaning – 0"-24" Diameter	50	Each	\$	\$
3	Pipe Cleaning – 25"-36" Diameter	50	Each	\$	\$
4	Pipe Cleaning – 37"-48" Diameter	50	Each	\$	\$
5	Pipe Cleaning – 49"-72" Diameter	50	Each	\$	\$
6	Alluvial Fan Removal	25	Cubic Yard	\$	\$
7	Hauling and Disposing	25	Cubic Yard	\$	\$
8	Mangrove Trimming	20	Cubic Yard	\$	\$
9	Box Culvert Cleaning – 0-23 square feet	25	Each	\$	\$
10	Box Culvert Cleaning – 24-36 square feet	25	Each	\$	\$

GROUP B – EMERGENCY SERVICES					
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)
11	Inspection / Report per Outfall	100	Each	\$	\$
12	Pipe Cleaning – 0"-24" Diameter	50	Each	\$	\$
13	Pipe Cleaning – 25"-36" Diameter	50	Each	\$	\$
14	Pipe Cleaning – 37"-48" Diameter	50	Each	\$	\$
15	Pipe Cleaning – 49"-72" Diameter	50	Each	\$	\$
16	Alluvial Fan Removal	25	Cubic Yard	\$	\$
17	Hauling and Disposing	25	Cubic Yard	\$	\$
18	Mangrove Trimming	20	Cubic yard	\$	\$
19	Box Culvert Cleaning – 0-23 square feet	25	Each	\$	\$

20	Box Culvert Cleaning – 24-36 square feet	25	Each	\$	\$	
GROUP C - ADDITIONAL REPAIR, REPLACE, INSTALL						
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)	
21	Regular - Hourly Labor Rate (weekdays)	200	Hours	\$	\$	
22	Non-Regular - Hourly Labor Rate (weekdays after 5:00 pm, weekends, and/or Holidays)	50	Hours	\$	\$	
23	Emergency - Hourly Labor Rate	50	Hours	\$	\$	
(D)						
Item	Description	(A) Estimated Quantity	(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up (A x B = C)	State Whether the % Listed is a Discount or Mark-up	Net Cost If Discount Is offered (A – C = D) Or Net Cost If Mark-up is offered (A + C = D)
24	Administrative Discount or Mark-up for Parts and Supplies	\$5,000	_____ %	\$		\$

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APPENDIX C

MIAMI BEACH

Insurance Requirements

2025-076-DF Outfall Cleaning and Maintenance Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139



TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX D

MIAMI BEACH

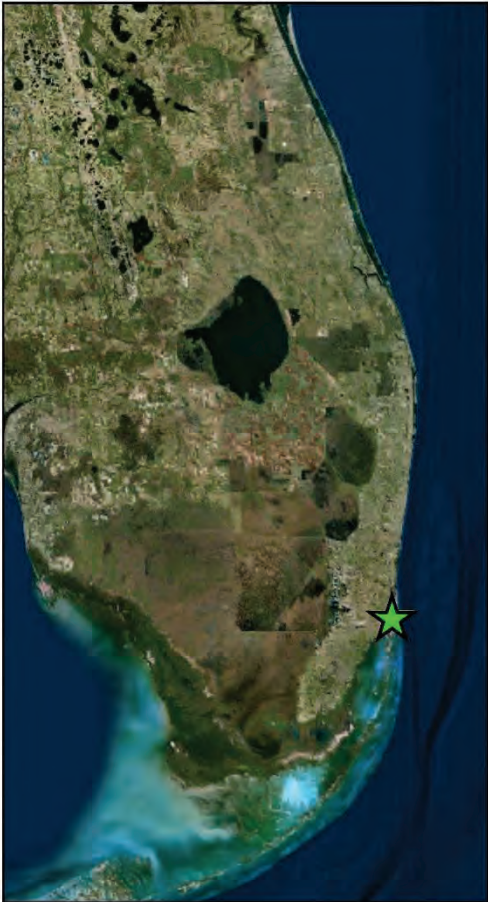
Map of Locations

2025-076-DF
Outfall Cleaning and Maintenance Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

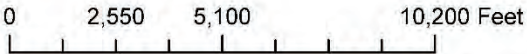


City of Miami Beach
Stormwater Outfalls



Legend

- <all other values>
- D_FlexOutfall
- D_MajorOutfall
- D_StandardOutfall



ATTACHMENT B

ADDENDA AND ITB SOLICITATION



PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

ADDENDUM NO. 1
INVITATION TO BID NO. 2025-076-DF
OUTFALL CLEANING AND MAINTENANCE SERVICES
November 20, 2024

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. REVISION: ITB DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Thursday, December 5, 2024.

All bids received and time stamped through PeriscopeS2G, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. RESPONSES TO QUESTIONS RECEIVED:

Q1: Is a Bid Bond required for this project? if so, what percentage?

A1: There is no Bid Bond requirement for this ITB.

Q2: BID SUBMITTAL QUESTIONNAIRE WITH LIVING WAGE AND EQUAL BEN. - FINAL 10.27.22 is an interactive webform, yet it is asking to put a signature. Are we supposed to print, sign and attach? Is there a place to attach documents? Thanks.

A2: The authorized representative may print their name on the fields.

Q3: I wanted to ask about plugging the lines, are we plugging the lines into the outfalls. I see they something about using barriers, but not sure how that will stop the water flow.

A3: Yes, the upstream manhole should be plugged in order to clean the outfall. There should be a turbidity curtain to prevent plumes from entering the waterway.



PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: DannyFlores@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,
Natalia Delgado
for Kristy Bada
Chief Procurement Officer



Invitation to Bid (ITB)
2025-076-DF
Outfall Cleaning and Maintenance Services

TABLE OF CONTENTS

SOLICITATION SECTIONS:

0100 INSTRUCTIONS TO BIDDERS
0200 GENERAL TERMS AND CONDITIONS
0300 BID SUBMITTAL INSTRUCTIONS & FORMAT.....

APPENDICES:

APPENDIX A MINIMUM REQUIREMENTS, SPECIFICATIONS, AND SPECIAL CONDITIONS
APPENDIX B COST PROPOSAL FORM
APPENDIX C INSURANCE REQUIREMENTS
APPENDIX D MAP OF LOCATIONS

SECTION 0100

INSTRUCTIONS TO BIDDERS

1. GENERAL.

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City") as the means for prospective Bidders to submit their qualifications, proposed scopes of work, and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and are complementary to one another and together establish the complete terms, conditions, and obligations of the Bidders and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes Periscope S2G (formerly known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to ensure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of the proposal submitted.

2. BACKGROUND/PURPOSE.

On December 11, 2019, the Mayor and City Commission approved the award of Contract ITB 2019-232-AY for outfall cleaning and maintenance services. The contract had an original term of three (3) years with the City option to renew for two (2) additional one (1) year periods, currently scheduled to expire February 11, 2025.

The purpose of this bid is to establish a contract, by means of sealed bids, with qualified firm(s) for outfall cleaning and maintenance services for the City of Miami Beach on an as needed basis. The outfalls to be serviced are a combination of both the City's and State of Florida. The City estimates the annual budget for this contract to be \$100,000.00.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	October 23, 2024
Pre-Bid Meeting	<div>November 4, 2024, at 11:00 am ET</div> <div>Microsoft Teams Need help? Join the meeting now Meeting ID: 211 587 780 170 Passcode: nkoCCb</div> <div>Dial in by phone Phone number: 786-636-1480 Phone conference ID: 985 952 774, then #</div>

Deadline for Receipt of Questions	November 8, 2024, at 5:00 pm ET
Responses Due	November 22, 2024, at 3:00 pm ET Microsoft Teams Need help? Join the meeting now Meeting ID: 231 603 300 669 Passcode: xkHAVZ Dial in by phone Phone number: 786-636-1480 Phone conference ID: 549 962 215, then #
Tentative Commission Approval Authorizing Award	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

Danny Flores

Telephone:

305-673-7000, Ext. 26652

Email:

dannyflores@miamibeachfl.gov

Additionally, copy the City Clerk on all communications via email at RafaelGranado@miamibeachfl.gov or via facsimile at 786-394-4188.

The Bid title/number shall be referenced in all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days before the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders as an addendum.

5. PRE-BID MEETING OR SITE VISIT(S). A pre-bid meeting or site visit(s) may be scheduled. Attendance for the pre-bid meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the pre-bid meeting must follow these steps:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 211 587 780 170

Passcode: nkoCCb

Dial in by phone

Phone number: 786-636-1480

Phone conference ID: 985 952 774, then #

Bidders participating via telephone should email the contact person listed in this ITB expressing their intent to participate via telephone.

6. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City. They will be without legal effect, including any information received at the pre-submittal meeting or site visit(s). The City, through Addenda, will issue interpretations or written

addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addenda will be released through *Periscope S2G*. Any prospective bidder who has received this ITB by any means other than through *Periscope S2G* must register immediately with Periscope S2G to ensure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of the bid submittal. Written questions should be received no later than the date outlined in the **Anticipated ITB Timetable** section.

7. BIDDER'S RESPONSIBILITY. Before submitting a response, each Bidder shall be solely responsible for making all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

8. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations, once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager, are under the "**Cone of Silence.**" The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited, with the exception of communications with the Procurement Director or their administrative staff responsible for administering the procurement process for this solicitation, providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

9. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the City's best interest. The City Commission shall consider the City Manager's recommendation(s) and may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best Bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The Bidder's ability, capacity, and skill to perform the contract.**
- **Whether the Bidder can perform the contract within the time specified, without delay or interference.**
- **The Bidder's character, integrity, reputation, judgment, experience, and efficiency.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.**

When the lowest bid amount is equal to or less than the amount established in Section 2-366 of the City Code for formal bids, this contract shall be awarded by the City Manager, or designee, to the lowest responsive and responsible Bidder meeting all terms, conditions, and specifications of the ITB.

10. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group, or in its entirety, beginning with the lowest, responsive, responsible Bidder (primary), followed by the second lowest, responsive, responsible Bidder (secondary), and continuing with other responsive, responsible bidders in order of the next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to comply with any contract or delivery requirement; 2) it is in the best interest of the City to do so, regardless of reason.

Bidder acknowledges and agrees that this contract and the award of any work hereunder is non-exclusive, and the City may, at its sole and absolute discretion, award similar services or work to other firms under contract with the City (either as a co-primary contractor or as secondary or tertiary contractors). No Purchase Order shall be issued to Contractor, and no work or Services shall be authorized under this Agreement, except at the City's sole discretion. The Contractor shall have no entitlement to perform any services hereunder or to be compensated for any services unless set forth in a written Purchase Order.

11. E-VERIFY. As a Contractor, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Price Form and the Bid Bond (if applicable) shall render a bid non-responsive. Non-responsive bids will not be considered. With the exception of the Bid Price Form and the Bid Bond, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from the Bidder or other source(s), including but not limited to any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in the proposal being deemed non-responsive.

13. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, a Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City, you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on registering, completing vendor qualifications, and submitting electronic bids, visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

If you have any questions regarding this system or registration, please visit the link above or contact Periscope S2G, Supplier-to-Government, at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF-SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The VSS webpage <https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx> will also provide purchase orders and payment information.

Should you have any questions, please submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. The City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC), and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems, and you must register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

16. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the Bidder, which shall be deemed accepted upon award of the bid by the City Commission or as delegated by the City Commission. Said award shall constitute a binding Contract between the City and the awarded Bidder (s). In case of default on the part of the successful Bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance. The contract shall include the solicitation, all addenda issued by the City, and the Bid Proposal submitted by the Bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

17. INDEMNIFICATION

The Contractor agrees that it will indemnify and hold the Federal Government, its employees and their contractors, the State of Florida, its employees and their contractors, the County, its employees and their contractors, and the Municipality and its employees and their contractors harmless from liability to third parties for claims asserted under such contract for any work performed.

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SECTION 0200

GENERAL TERMS AND CONDITIONS

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (dated 10.27.2022), incorporated herein, located at:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

FORMAL SOLICITATIONS TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS. By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (dated 8/20/20), incorporated herein, located at:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300

BID SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES ONLY. Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are unacceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files per the instructions included in Section 4 below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to ensure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as submitted in a timely manner. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time to submit bids and upload attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll-free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Cost Proposal Form (Appendix B)
3. Failure to comply with the Minimum Eligibility Requirements (if applicable).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically), the Cost Proposal, and the bid bond (if applicable) with the bid and by the deadline for submittals shall render the bid non-responsive. Non-responsive bids will not be considered. Bid Submittals received that do not include the Cost Proposal Form, completed as required, bid submittal questionnaire, or Bid Bond (if applicable) completed as required and fully executed shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

4. ELECTRONIC BID FORMAT. In order to maintain comparability and facilitate the review process, it is strongly recommended that bids be organized and tabbed in accordance with the tabs and sections specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the "Line Items" attachment tab in BidSync.

BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix B).** The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN THE BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

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APPENDIX A

MIAMI BEACH

Minimum Requirements, Specifications, and Special Conditions

2025-076-DF Outfall Cleaning and Maintenance Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. Not used.

C2. Statement of Work Required.

The Contractor shall perform work which shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required. The work shall be complete, and all work, materials, and services not expressly shown which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

The work required consists of the cleaning of stormwater pipe, structure, cleaning of catch basins, cleaning of outfalls, and video inspection. The Contractor shall:

- Obtain any required permitting for de-watering activities and bypass pumping that may be needed for videotaping and inspection. The contractor shall dispose of all solids removed from the drainage system in an appropriately licensed landfill. Throughout the project, a monthly log detailing the date, location, and amount of material removed from the drainage system is to be kept. This log is to be given to the City in electronic format prior to project closeout.
- Comply with the City's intent to obtain a completely clean and full video inspection or pictures of the relevant pipe and any items of labor, materials, or equipment, which may reasonably be assumed as necessary to accomplish work.
- Remove all plugs from the pipes during rainfall, pending rainfall, and at the completion of each day's work.

C3. Specifications

3.1 – Routine Services (Group A). The following specifications shall be considered the minimum acceptable requirement for each item.

Line Item 1 - Inspection/Report per Outfall: Inspection and reporting of each outfall. The report shall include the following for each outfall:

- Percent of blockage
- Length of pipe/box to be cleaned. Any cleaning in excess of 25 feet of pipe/box shall be noted
- Estimate of waste material to be removed
- Any damage found
- Estimate cost to repair damage
- Area of Mangrove Trimming that is required
- Verify pipe size and pipe material
- Location
- Photographs/Video

Line Items 2-5 - Pipe Cleaning for All Sizes: For bid line items 2-5, the vendor shall remove all dirt, barnacles and foreign materials at the outfall and up to twenty feet of pipe which is impeding the flow of storm water into the waterway. This item includes the use and placing of turbidity barriers. All outfall pipe cleaning shall include cleaning of the headwall structure 24 inches around all pipe sizes. Below is the list of diameters for

the pipe cleaning:

- 0"-24" Diameter
- 25"-36" Diameter
- 37"-48" Diameter
- 49"-72" Diameter

Line Item 6 - Alluvial Fan Removal: Remove sediment build up from the outfalls. This item shall be paid in cubic yards of material removed.

Line Item 7 - Hauling and Disposing: Haul away and dispose of all waste and vegetation material from the assigned outfall locations to an approved landfill site or a designated city site. This item includes all costs and incidentals associated with the hauling and disposal of the waste/vegetation material via a watertight truck. Materials removed from the outfalls shall be removed and disposed of according to all local and state regulations.

All debris, materials, piping, and miscellaneous waste products from the work described in this section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

Line Item 8 - Mangrove Trimming: Trim mangroves when directed by the City. All tools used for trimming must be clean and free of oils. It is very important the tools are sharp for a clean cut. Any proposed mangrove trimming would need authorization from Miami-Dade County – DERM prior conducting the trimming.

Line Items 9-10 - Box Culvert Cleaning: Remove all dirt and foreign materials at the outfall and up to twenty feet of box culvert. This item includes the use and placing of turbidity barriers. The majority of the City's box culverts are 3' by 5'. All box culvert outfall cleaning shall include cleaning of the headwall structure 12 inches around all pipe sizes.

- Box Culvert Cleaning 0 – 23 square feet
- Box Culvert Cleaning 24 – 36 square feet

3.2 - Emergency Services (Group B). On occasions, the City may request additional work which may take place during a disaster, such as a hurricane response. The City reserves the right to exercise its discretion in making the determination as to what time the contract will be activated. All work shall be completed in accordance with FEMA regulations and applicable environmental requirements. Refer to Section 0200 – General Terms and Conditions - FORMAL SOLICITATIONS TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS.

3.3. Additional Services - Repair, Replace, Install (Group C). Repairs include but are not limited to: mud work to face of seawall, sealing around discharge pipe to the waterway or replacing a section of pipe leading to seawall. City will determine what takes priority based on the inspection reports and pictures provided by the bidder. Repair work shall not be conducted without prior approval from Project Manager.

3.4 - Map of Locations. See attached Appendix D.

3.5 – Service Standards. The below listed and defined standards shall be incorporated in all applicable services provided to the City under this contract. Bid pricing provided shall be inclusive of the below:

3.5.1 - Hydraulic Uplift on Structures. The Contractor shall be completely responsible for any tanks, wet wells, pipelines, manholes, foundations, cellars, or similar structures that may become buoyant during the operations due to the ground water, floods or buoyancy of piping caused due to the placement of flowable backfills before the structure is put into operation. Should there be any possibility of buoyancy of a pipeline or structure, the Contractor shall take the necessary steps to prevent its buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

3.5.2 - Water Tightness of Structures. General: It is the intent of these specifications that all concrete work, sealing work around built-in items and penetrations be performed as required to ensure that groundwater, rainwater, wastewater, chemical solutions or other process liquids in tanks, wet wells, channels, and containers will not leak into any buildings and/or equipment rooms, pipe galleries, habitable areas, or other generally dry areas.

1. The required water tightness shall be achieved by quality concrete construction and proper sealing of all joints and penetrations.
2. Each unit shall be tested separately, and the leakage tests shall be made prior to backfilling and before equipment is installed unless otherwise approved by the City Representative.
3. The Contractor shall provide at his own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc., necessary to perform the required test.

Built-in Items and Penetrations: All pipe sleeves, built-in items and penetrations shall be sealed as detailed and as required to ensure a continuous watertight seal.

3.5.3 - Cutting and Patching. The Contractor shall perform all cutting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of other by cutting, excavating or otherwise altering their work and shall only cut or alter work with the written consent of the City Representative and of the other contractors whose work will be affected.

3.5.4 - Abandonment and Salvage of Existing Facilities. General: The scope of work requires the Contractor to interface with existing structures, and piping which will be abandoned or otherwise removed and/or relocated as part of the work. Prior to beginning any work associated with existing facilities to be abandoned, salvaged, or otherwise removed or relocated, the Contractor shall inform the City of his intent so that all arrangements can be made with the City for isolating pipelines (where possible) or otherwise removing existing facilities from service to the extent possible. The Contractor shall not proceed without written authorization from the City. **The Contractor shall contact and coordinate accordingly with utility companies prior to and during the execution of the relocation, removal or abandonment of existing utility structures. Existing utility coordination is exclusively the responsibility of the Contractor.**

Pipelines: The CONTRACTOR shall abandon, salvage or otherwise remove existing pipelines or segments of existing pipelines shown to be abandoned in place, salvaged, or removed as part of the

contract work. Unless otherwise indicated, all piping to be abandoned shall be abandoned in place. Pipe shown to be abandoned need only be removed a minimum three feet clear of new utilities to be installed. Abandon-in-place shall be defined as installing plugs, or other permanent closure, as reviewed and accepted by the CITY, on all termination's, open ends or ends of pipe designated as being cut, capped and anchored in an acceptable manner. The pipe will remain buried unless otherwise noted.

Piping that needs to be removed, or any piping to be abandoned which interferes with new structures or piping, shall be excavated and removed using methods which will not disturb adjacent piping or other facilities. All pipe materials shall be subject to salvage by the City as defined below. Any remaining piping on both ends of pipe segments removed shall be abandoned in-place, per the above definition. After piping has been removed, the Contractor shall backfill the excavated area in accordance with requirements set forth in other sections of these specifications.

3.5.5 - Rehabilitation. Certain areas of existing structures, piping, conduits, and the like will be affected by work necessary to complete modifications under this Contract. The Contractor shall be responsible to rehabilitate those areas affected by its construction activities.

Where new piping is to be connected to existing piping, the existing piping shall be cut square and the ends properly prepared for the connection shown on the drawings. Any damage to the lining and coating of the existing piping shall be repaired by the Contractor.

3.5.6 - Sleeves and Openings. When requested by the Contractor, the installer of the pipes, conduit, or equipment, including those contractors or subcontractors who require openings or chases in slabs and walls for passage of ducts, mounting or equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the subcontractor or contractor for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the Contractor shall schedule his operations to provide a reasonable opportunity and time interval for such inspection.

Any cost resulting from correction of defective, ill-timed, or mis located work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the subcontractor or contractor responsible therefor. No contractor or subcontractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another Contractor. In no case shall beams lintels, or other structural members be cut without the approval of the City Representative. The nature and extent of any corrective or additional work shall be subject to the approval of the City Representative following consultation with the affected parties.

3.5.7 - Requirements for Control of Work. All items of work in this Award shall be coordinated so that progress on each related work item will be continuous. The progress of the work will be review by the City monthly, and if the progress on any item of work during that week is found to be unsatisfactory, the Vendor shall be required to adjust the rate of progress on that item or other items as directed by the City.

The vendor shall conduct its operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

The vendor shall restore to its previous condition as directed by the city any private property, City property, or utilities damaged by his construction. No payment shall be made to the Vendor for any required restoration of private property, City property or utilities, unless otherwise noted.

3.5.8 - Schedule. The vendor shall provide to the Inspector a schedule of his or her activities on no greater than a monthly basis. The vendor shall notify and receive approval by the City of any alterations or deviations in advance of the work being started. The schedule can be handled via email provided that it is accurate and complete. Verbal communication alone of his scheduling will not be acceptable.

3.5.9 - Restoration/Project Clean-up. The vendor shall take every precaution to avoid damage to surrounding properties. In the event that the vendor has caused such damage, he shall repair, replace, and/or make good on any and all claims to the satisfaction of the City and the claimant.

Clean-up on this project is extremely important and the vendor will be responsible for keeping the work site neat and clean with debris being removed on a daily basis as the work progresses.

If project cleanliness reaches an unacceptable level in the opinion of the City, the City will notify the vendor in writing. If the Vendor does not act to correct the situation within 24 hours in the case of general cleanliness, the City will call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the vendor.

All debris, trash, sediment shall be picked up, vacuumed and disposed of properly, not blown out into the waterways, rivers or estuaries. The vendor is required to minimize pollution to the maximum extent practicable. Best management practices and sediment and erosion controls should be implemented before and throughout the work to prevent pollution as per the City's Water Quality Ordinance.

3.5.10 - Liquidated Damages. Failure to respond to a service call within the time specified may result in the successful bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all cost associated with the services performed by a secondary vendor.

3.5.11 - Site Conditions. The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, or any other information made available to him prior to receipt of bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him of the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the City.

Prior to work commencement, the Contractor shall verify existing utilities and locate other potential utilities in their working area. The utility verifications consist of excavation to verify tie-in points and to locate potential conflicts that may affect the work. The Contractor shall be responsible for the coordination of this

work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.

3.5.12 - Protection of Property. The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.

The Contractor shall take all measures necessary to protect new and existing mechanical equipment from dust and debris. All protective measures shall be furnished, installed, lighted, ventilated, maintained, and removed at the Contractor's own cost.

When City water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.

In the event any of the CONTRACTOR'S activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs replacements necessary to correct the situation to the satisfaction of the ENGINEER. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The CONTRACTOR shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

3.5.13 - Weather Conditions. Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The CITY reserves the right to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the CITY for damage to the work from the elements of weather.

3.5.14 - Fire Protection. The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

3.5.15 - Restricted Area. The vendor shall, in installing the new facilities, confine all activities within the City property, easement, and right-of-way's indicated. Notification to private property owners must be obtained in writing if it is necessary for the vendor to enter said property. Notification shall be two (2) weeks prior to work to be done within thirty (30) days.

3.5.16 - Existing Facilities and Structures. All existing facilities shall be protected, and if damaged, shall be repaired by the vendor at no additional cost to the City.

3.5.17 - Required Notifications. Prior to any site work, the vendor shall notify Public Works Stormwater Superintendent and Public Works Control Room at (305) 673-7625.

Prior to excavation at the site, the vendor shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

C4. Special Conditions

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this ITB shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term or two (2) one-year renewal terms at the City Manager's sole discretion. The successful Contractor shall maintain the exact terms and conditions included within the originally awarded contract for the entirety of any renewal period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative and not a right of the successful Contractor.
3. **COST ADJUSTMENTS.** On or about the anniversary of each contract year, the Contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the Agreement and readvertise for bids for the goods or services.
4. **LICENSE/CERTIFICATION.** Awarded bidder(s) shall require employees performing work for this contract to hold and maintain the adequate license or certification necessary to successfully complete the work.

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APPENDIX B

MIAMI BEACH

Cost Proposal Form

2025-076-DF
Outfall Cleaning and Maintenance
Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in the bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represent the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications, and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

GROUP A – REGULAR SERVICES					
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)
1	Inspection / Report per Outfall	100	Each	\$	\$
2	Pipe Cleaning – 0"-24" Diameter	50	Each	\$	\$
3	Pipe Cleaning – 25"-36" Diameter	50	Each	\$	\$
4	Pipe Cleaning – 37"-48" Diameter	50	Each	\$	\$
5	Pipe Cleaning – 49"-72" Diameter	50	Each	\$	\$
6	Alluvial Fan Removal	25	Cubic Yard	\$	\$
7	Hauling and Disposing	25	Cubic Yard	\$	\$
8	Mangrove Trimming	20	Cubic Yard	\$	\$
9	Box Culvert Cleaning – 0-23 square feet	25	Each	\$	\$
10	Box Culvert Cleaning – 24-36 square feet	25	Each	\$	\$

GROUP B – EMERGENCY SERVICES					
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)
11	Inspection / Report per Outfall	100	Each	\$	\$
12	Pipe Cleaning – 0"-24" Diameter	50	Each	\$	\$
13	Pipe Cleaning – 25"-36" Diameter	50	Each	\$	\$
14	Pipe Cleaning – 37"-48" Diameter	50	Each	\$	\$
15	Pipe Cleaning – 49"-72" Diameter	50	Each	\$	\$
16	Alluvial Fan Removal	25	Cubic Yard	\$	\$
17	Hauling and Disposing	25	Cubic Yard	\$	\$
18	Mangrove Trimming	20	Cubic yard	\$	\$
19	Box Culvert Cleaning – 0-23 square feet	25	Each	\$	\$

20	Box Culvert Cleaning – 24-36 square feet	25	Each	\$	\$	
GROUP C - ADDITIONAL REPAIR, REPLACE, INSTALL						
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)	
21	Regular - Hourly Labor Rate (weekdays)	200	Hours	\$	\$	
22	Non-Regular - Hourly Labor Rate (weekdays after 5:00 pm, weekends, and/or Holidays)	50	Hours	\$	\$	
23	Emergency - Hourly Labor Rate	50	Hours	\$	\$	
(D)						
Item	Description	(A) Estimated Quantity	(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up (A x B = C)	State Whether the % Listed is a Discount or Mark-up	Net Cost If Discount Is offered (A – C = D) Or Net Cost If Mark-up is offered (A + C = D)
24	Administrative Discount or Mark-up for Parts and Supplies	\$5,000	_____ %	\$		\$

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APPENDIX C

MIAMI BEACH

Insurance Requirements

2025-076-DF Outfall Cleaning and Maintenance Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139



TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX D

MIAMI BEACH

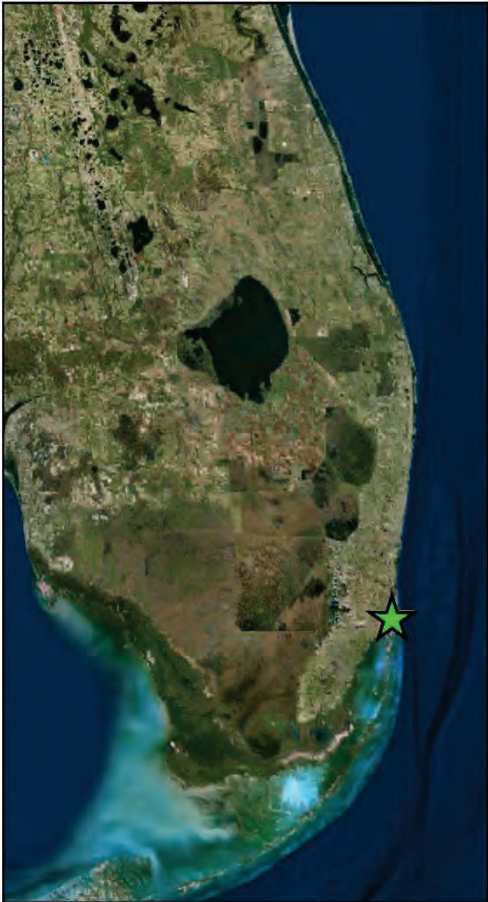
Map of Locations

2025-076-DF
Outfall Cleaning and Maintenance Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

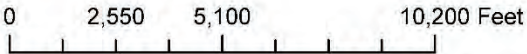


City of Miami Beach
Stormwater Outfalls



Legend

- <all other values>
- D_FlexOutfall
- D_MajorOutfall
- D_StandardOutfall



ATTACHMENT C

SUNBIZ & PROPOSAL RESPONSE TO ITB



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
FLOTECH ENVIRONMENTAL, LLC

Filing Information

Document Number L12000004059
FEI/EIN Number 45-4556187
Date Filed 01/09/2012
State FL
Status ACTIVE

Principal Address

657 South Drive
Suite 401
Miami, FL 33166

Changed: 04/30/2021

Mailing Address

657 South Drive
Suite 401
Miami, FL 33166

Changed: 04/30/2021

Registered Agent Name & Address

Quintana, Yinet
657 South Drive
Suite 401
Miami, FL 33166

Name Changed: 04/29/2019

Address Changed: 04/30/2021

Authorized Person(s) Detail

Name & Address

Title Managing Member

FERRE, JOSE
657 South Drive
Suite 401

Miami, FL 33166

Title Managing Member

Luna, Roberto
657 South Drive
Suite 401
Miami, FL 33166

Annual Reports

Report Year	Filed Date
2022	03/24/2022
2023	04/28/2023
2024	04/17/2024

Document Images

04/17/2024 -- ANNUAL REPORT	View image in PDF format
04/28/2023 -- ANNUAL REPORT	View image in PDF format
03/24/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
04/13/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- Florida Limited Liability	View image in PDF format

BID SUBMITTAL QUESTIONNAIRE

SECTION 1 – BID CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No: <i>BID NUMBER</i>	Solicitation Title: <i>PROJECT TITLE</i>
----------------------------------------------	----------------------------------------------------

BIDDER'S NAME: Flotech Environmental, LLC.		
NO. OF YEARS IN BUSINESS: 11	NO. OF YEARS IN BUSINESS LOCALLY: 11	NO. OF EMPLOYEES: 67
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: N/A		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): 657 South Drive, Suite 401		
CITY: Miami		
STATE: FL	ZIP CODE: 33166	
TELEPHONE NO.: 866-299-3323		
TOLL FREE NO.: N/A		
FAX NO.: N/A		
BIDDER LOCAL ADDRESS: 657 South Drive, Suite 401		
CITY: Miami		
STATE: FL	ZIP CODE: 33166	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Jose L. Ferre		
ACCOUNT REP TELEPHONE NO.: 305-299-8144		
ACCOUNT REP TOLL FREE NO.: N/A		
ACCOUNT REP EMAIL: estimating@fotechllc.com		
FEDERAL TAX IDENTIFICATION NO.: 45-4556187		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document and the solicitation, including all addendums specifications, attachments, exhibits, appendices and any other document referenced in the solicitation c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) if bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

Name and Title of Bidder's Authorized Representative: Jose L. Ferre, Managing Member	Signature of Bidder's Authorized Representative: Jose L. Ferre
------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City’s e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
JLF	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

	FIRST AND LAST NAME	RELATIONSHIP
1		
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:
<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SECTION 5 - REFERENCES AND PAST PERFORMANCE

Project No.	<i>BID NUMBER</i>
Project Title	<i>PROJECT TITLE</i>

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation. Bidder may submit additional references as part of its bids submittal.

Reference No.1

Firm Name: **City of Miami Beach, Public Works**

Contact Individual Name and Title: **Stanley Payne, Storm Water Superintendent**

Address: **1700 Convention Center Drive, Miami Beach, FL 33139**

Telephone: **305-673-7000 x2343**

Contact's Email: **StanleyPayne@miamibeachfl.gov**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:

Scope of Services:

2018-010-ND: Routine & Emergency Sanitary & Stormwater Pipe Cleaning & CCTV Services. Routine & emergency sanitary & storm water pipe cleaning and CCTV services.

Project Budget:

Work order based. Currently \$3MM+

Project Dates:

Oct. 2018 to Oct. 2022

Reference No.2

Firm Name: **FDOT District 8, Turnpike Enterprise**

Contact Individual Name and Title:

Address: **Erin Yao, District Drainage Design Engineer, MP 263, Blg 5315, Ocoee, FL 34761**

Telephone: **407-264-3479 (office), 407-756-7063 (cell)**

Contact's Email: **Erin.Yao@dot.state.fl.us**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:

Scope of Services:

Desilting & CCTV video inspection of pipes (0 to >61 in); desilting & CCTV video inspection of box culvert.

\$1,672,723.60

Project Dates:

Mar 2023 to Current

Reference No.3

Firm Name: **FDOT District 6, Miami-Dade**

Contact Individual Name and Title: **Nadja Wallace, North Dade Area Manager**

Address: **1773 NE 205th Street, North Miami Beach, FL 33179**

Telephone: **305-640-7154 (office), 786-877-5988 (cell)**

Contact's Email: **nadja.wallace@dot.state.fl.us**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:

Scope of Services:

Drainage system cleaning, televising and repairs to correct deficiencies as part of District Stormwater Management Systems and in compliance with NPDES program requirements.

Flotech has several active and completed contracts with FDOT District 6 including deep well cleaning, inlet cleaning, drainage improvements.

Project Budget:

\$500,000.00

Project Dates:

June 2022

SECTION 6 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐

YES

☒

NO

If answer to above is "YES," bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 7 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

☒

YES

☐

NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

☒ YES

☐ NO

Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health	Yes	Yes	No
Sick Leave	No	No	Yes
Family Medical Leave	Yes	No	No
Bereavement Leave	Yes	No	No

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

SECTION 8 - LIVING WAGE

Pursuant to Section 2-408 of the City of Miami Beach Code (as currently stated or as may be amended), covered employees shall be paid the required living wage rates (<https://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>). Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal.

SECTION 9 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

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

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

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

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

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

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name and Title of Bidder's Authorized Representative: Jose L. Ferre, Managing Member	Signature of Bidder's Authorized Representative: Jose L. Ferre
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SECTION 10 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name and Title of Bidder's Authorized Representative: Jose L. Ferre, Managing Member	Signature of Bidder 's Authorized Representative: Jose L. Ferre
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------

SECTION 11 - SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

☒

YES

☐

NO

SECTION 12 - LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

☐

YES

☒

NO

SECTION 13 – CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov .

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

SECTION 14 – CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the

City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

☒

YES

☐

NO

Bidder adopts the City of Miami Beach Code of Business Ethics?

☒

YES

☐

NO

SECTION 15 – LOBBYIST REGISTRATION & CAMPAIGN CONTRIBUTION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code
(https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code
(https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

SECTION 16 – NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

SECTION 17 – FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing its compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

SECTION 18 – PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:

<https://www.flsenate.gov/Laws/Statutes/2012/287.133>

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

SECTION 20 – VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2011-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE

the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid

pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the **State of Florida**?

☐

YES

☒

NO

Is the bidder a service-disabled veteran business enterprise certified by the **United States Federal Government**?

☐

YES

☒

NO

SECTION 21 – MORATORIUM ON TRAVEL TO AND THE PURCHASE OF GOODS OR SERVICES FROM MISSISSIPPI

Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida prohibits the purchase of goods or services sourced in Mississippi. Are any of the products for which the applicant is seeking to be prequalified sourced in Mississippi?

☐

YES

☒

NO

If yes, explain.

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in the bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represent the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications, and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

GROUP A – REGULAR SERVICES					
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)
1	Inspection / Report per Outfall	100	Each	\$ 1,000.00	\$ 100,000.00
2	Pipe Cleaning – 0"-24" Diameter	50	Each	\$ 200.00	\$ 10,000.00
3	Pipe Cleaning – 25"-36" Diameter	50	Each	\$ 200.00	\$ 10,000.00
4	Pipe Cleaning – 37"-48" Diameter	50	Each	\$ 200.00	\$ 10,000.00
5	Pipe Cleaning – 49"-72" Diameter	50	Each	\$ 200.00	\$ 10,000.00
6	Alluvial Fan Removal	25	Cubic Yard	\$ 1.00	\$ 25.00
7	Hauling and Disposing	25	Cubic Yard	\$ 900.00	\$ 22,500.00
8	Mangrove Trimming	20	Cubic Yard	\$ 100.00	\$ 2,000.00
9	Box Culvert Cleaning – 0-23 square feet	25	Each	\$ 1,300.00	\$ 32,500.00
10	Box Culvert Cleaning – 24-36 square feet	25	Each	\$ 1,300.00	\$ 32,500.00

GROUP B – EMERGENCY SERVICES					
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)
11	Inspection / Report per Outfall	100	Each	\$ 1,000.00	\$ 100,000.00
12	Pipe Cleaning – 0"-24" Diameter	50	Each	\$ 200.00	\$ 10,000.00
13	Pipe Cleaning – 25"-36" Diameter	50	Each	\$ 200.00	\$ 10,000.00
14	Pipe Cleaning – 37"-48" Diameter	50	Each	\$ 200.00	\$ 10,000.00
15	Pipe Cleaning – 49"-72" Diameter	50	Each	\$ 200.00	\$ 10,000.00
16	Alluvial Fan Removal	25	Cubic Yard	\$ 1.00	\$ 25.00
17	Hauling and Disposing	25	Cubic Yard	\$ 900.00	\$ 22,500.00
18	Mangrove Trimming	20	Cubic yard	\$ 100.00	\$ 2,000.00
19	Box Culvert Cleaning – 0-23 square feet	25	Each	\$ 1,300.00	\$ 32,500.00

20	Box Culvert Cleaning – 24-36 square feet	25	Each	\$ 1,300.00	\$ 32,500.00	
GROUP C - ADDITIONAL REPAIR, REPLACE, INSTALL						
Item	Description	Est. Qty (a)	U / M (b)	Unit Cost (c)	Total = (a_X_c)	
21	Regular - Hourly Labor Rate (weekdays)	200	Hours	\$ 150.00	\$ 30,000.00	
22	Non-Regular - Hourly Labor Rate (weekdays after 5:00 pm, weekends, and/or Holidays)	50	Hours	\$ 150.00	\$ 7,500.00	
23	Emergency - Hourly Labor Rate	50	Hours	\$ 165.00	\$ 8,250.00	
(D)						
Item	Description	(A) Estimated Quantity	(B) Percentage discount or mark-up	(C) Cost of percentage discount or mark-up (A x B = C)	State Whether the % Listed is a Discount or Mark-up	Net Cost If Discount Is offered (A – C = D) Or Net Cost If Mark-up is offered (A + C = D)
24	Administrative Discount or Mark-up for Parts and Supplies	\$5,000	8 %	\$ \$400.00	Mark-up	\$ 5,400.00

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Supplier Response Form

ATTACHMENT D
INSURANCE REQUIREMENTS



TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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Affidavit of Compliance with Anti-Human Trafficking Laws

ITB-2025-076-DF-Outfall Cleaning & Maintenance Services

Contract Number and Title

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Flotech Environmental, LLC. does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

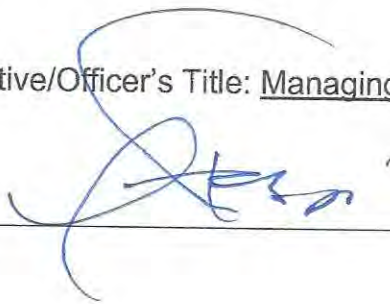
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Flotech Environmental, LLC.

Representative/Officer's Printed Name: Jose L. Ferre

Representative/Officer's Title: Managing Member

Signature:



Date: 02-07-2025