

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No.
 Contract
 Re-Bid Other

LIVING WAGE APPLIES: X YES NO

Requisition No./Project No.: RQID1200126 TERM OF CONTRACT 2 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Grounds Maintenance

Description: To purchase scheduled grounds maintenance for various park sites.

Issuing Department: ISD Contact Person: Lina Bonilla Phone: 305-375-2173
 Estimate Cost: \$800,000.00 GENERAL FEDERAL OTHER
 Funding Source: X

ANALYSIS

Commodity Codes: 988-36			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:	\$	\$	\$
Comments:			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	x			

Basis of recommendation:

Signed: <u>Lina Bonilla</u>	Date sent to SBD: <u>9/18/2012</u>
	Date returned to DPM:

RECEIVED
 DEPT. BUSINESS DEV.
 2012 SEP 19 AM 9:14



BID NO.:

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

**TITLE:
Grounds Maintenance**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

- | | |
|---|--|
| SMALL BUSINESS ENTERPRISE MEASURE: | See Section 2, Paragraph 2.2
Participation Provisions, and
Appendix A |
| INDEMNIFICATION/INSURANCE: | See Section 2, Paragraph 2.11 |
| USER ACCESS PROGRAM:..... | See Section 2, Paragraph 2.21 |
| LIVING WAGE:..... | See Section 2, Paragraph 2.28 |
| SHANNON MELENDI AFFIDAVIT:..... | See Section 2, Paragraph 2.29 |

FOR INFORMATION CONTACT:

Lina Bonilla at 305-375-2173, or at lbouill@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: Grounds Maintenance

Procurement Officer: Lina Bonilla, CPPB

Bids will be accepted until 2:00 p.m. on _____, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

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GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover

page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum

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GENERAL TERMS AND CONDITIONS

requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the

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expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

SECTION 1
GENERAL TERMS AND CONDITIONS

The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Invitation to Bid (ITB) is to establish a contract to purchase scheduled grounds maintenance and to pre-qualify vendors to participate in future competition for pesticide control services for Miami-Dade County.

2.2 SMALL BUSINESS CONTRACT MEASURES

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

2.3 PRE BID CONFERENCE: Intentionally Omitted**2.4 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Internal Services Department, Procurement Management Services, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the **two-year** period.

2.5 OPTION TO RENEW: Intentionally Omitted**2.6 METHOD OF AWARD**

Group 1 Grounds Maintenance by Zone

Award of this group will be made to the three lowest priced responsive, responsible vendors by Zone meeting the minimum requirements listed below. In order to be considered for award, vendors must submit an offer for all sites listed within each Zone. If a vendor fails to submit an offer for all sites, within the Zone, its offer may be rejected. The lowest priced vendor shall be the primary vendor and shall have the initial responsibility to perform under the awarded Zones. In the event the primary vendor defaults, the secondary vendor shall be responsible for performing the contractual obligations of the awarded Zone. In the event the secondary vendor defaults, the tertiary vendor shall be responsible for performing the contractual obligations. Award to multiple vendors is made for the convenience of the County and does not exempt any awarded vendor from fulfilling contractual obligations. Failure to perform may result in the vendor(s) being deemed in breach of contract.

To be considered for award, vendors must meet or exceed the following minimum requirements:

A. Minimum Requirements for Groups 1:

1. Vendors must maintain a facility equipped with a telephone, facsimile (FAX) or an e-mail address. The facility address, telephone number, fax number and / or e-mail address shall be included in the vendor's bid submittal form.

SECTION 2
SPECIAL CONDITIONS

2. Vendors shall staff a Project Manager and / or Supervisor who will provide overall management and coordination and shall act as the primary point of contact with the County. The Project Manager and / or Supervisor shall be able to communicate with the user department and shall have full authority to act on behalf of the vendor on all matters related to the daily operations. The Project Manager and / or Supervisor shall be available by phone 24 hours per day, 7 days per week. The name of the Project Manager and / or Supervisor and cellular number shall be included in the vendor's bid submittal form.
3. Vendors shall be regularly engaged in the services being offered under this solicitation. Vendors must submit three current references. The references listed must be customers to whom the vendor has provided the grounds maintenance as described in the solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the vendor has successfully provided the services listed throughout. The County may determine through the references that the vendor has sufficient expertise and experience.
4. Vendors shall staff an Arborist certified by the International Society of Arboriculture (ISA). The name of the arborist and a copy of the license shall be included in the vendor's bid submittal form. For more information link to: www.floridaisa.org/.

Vendors shall submit all of the specified information, documents and attachments listed above with their bid submittal form as poof of compliance to the requirement of this solicitation. However, the County may, at its sole discretion and in its best interest, allow vendors to complete, supplement or supply the required documents during the evaluation period.

Group 2 Pest and Disease Control, Pre-qualification of Vendors

Pre-qualify responsive and responsible vendor who meet the requirements listed below.

1. Vendors shall hold a Pest Control Operator license with certification in Lawn and Ornamental, issued by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control (**Florida Structural Pest Control Law Chapter 482**). Each licensed pest control business shall have a certified operator. A copy of the both licenses and the name of the operator shall be included in the vendor's bid submittal form. For more information link to: www.freshfromflorida.com/onestop/aes/pestcont.html.
2. Vendors shall hold a pesticide applicator license for Ornamental and Turf Category issued by the Florida Department of Agriculture and Consumer Services, Bureau of Compliance Monitoring / Pesticide Certification Section (**Florida Pesticide Law Chapter 487**). The name of the applicator and a copy of the license shall be included in the vendor's bid submittal form. For more information link to: www.freshfromflorida.com/onestop/aes/pestapp.html.

Vendor(s) who submit all of the specified licenses listed above will be deemed to be pre-qualified to participate in subsequent spot market purchases on an as-needed basis.

It shall be the sole prerogative of the County as to the number of vendor(s) who will be included under Group 2. During the term of this contract, the County reserves the right to

SECTION 2
SPECIAL CONDITIONS

add or delete vendor(s) as it deems necessary in its best interests to Group 2. If the County elects to add vendor(s), they must meet the same minimum requirements established for the original competition.

2.7 PRICES FOR GROUP 1

The initial contract prices resultant from this solicitation shall remain fixed and firm during the first year of the contract term. Vendors(s) may request a price adjustment ninety (90) days prior to the completion of the first year of the contract term. It is the vendor's responsibility to request any pricing adjustment under this provision. The County may consider an adjustment to price based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for all Urban Consumers in the Miami-Ft. Lauderdale area from December to December of the previous year. This adjustment will match the Living Wage adjustment as published by the Small Business Development Division of the Department of Regulatory and Economic Resources.

2.8 EXAMINATION OF SITES IS HIGHLY RECOMMENDED

The County is including aerial maps of each site in this solicitation. Prior to submitting its offer, the vendor should examine the aerial maps, specifications and visit the sites. The vendor should be thoroughly aware regarding any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions.

2.9 EQUAL PRODUCT: Intentionally Omitted

2.10 LIQUIDATED DAMAGES: Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

SECTION 2
SPECIAL CONDITIONS

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

SECTION 2
SPECIAL CONDITIONS

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

2.12 BID GUARANTY: Intentionally Omitted

2.13 PERFORMANCE BOND: Intentionally Omitted

2.14 CERTIFICATIONS: Intentionally Omitted

2.15 METHOD OF PAYMENT

The vendor(s) shall submit an invoice to the County user department after a cycle service or pesticide service has been completed and accepted. The invoice shall contain the requirements set forth below.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description

SECTION 2
SPECIAL CONDITIONS

- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

Failure to Comply: Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: Intentionally Omitted

2.17 DELIVERY REQUIREMENTS: Intentionally Omitted

2.18 BACK ORDER ALLOWANCE: Intentionally Omitted

2.19 WARRANTY REQUIREMENTS:

A. Deficiencies

Vendors shall promptly correct all apparent and latent deficiencies and / or defects in work, and / or any work that fails to conform to the contract documents regardless of the work completion status. All corrections shall be made within **two (2) working days** after such defects, deficiencies, and / or non-conformances are reported by the County user department. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County user department may, at its discretion, notify the vendor, that the vendor is subject to contractual default provision if the corrections are not completed to the satisfaction of the County user department within **one (1) working day** of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendor for default.

B. Damages

Any plant materials, including turf, which is damaged or dies as a result of improper and / or lack of performance shall be replaced by the vendor to the satisfaction of the County. All replacements shall be made within **(5) working days** upon discovery by the vendor or notification by the representative of the County user department.

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Lina Bonilla, at (305) 375-2173 or at lbonill@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

SECTION 2
SPECIAL CONDITIONS

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's

SECTION 2
SPECIAL CONDITIONS

preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 CHANGES

A. Additional Sites and / or Zones

Although this solicitation and resultant contract identifies specific sites to be serviced, it is hereby agreed and understood that the County may at its option add new sites to the contract. Should the County determine that additional sites need to be added to a zone, a quote shall be obtained from the primary vendor awarded that zone. If the County determines that the price submitted by the primary vendor is not competitive, price quotes will be obtained from all the vendors awarded the contract. If an additional zone needs to be added to the contract, price quotes will be obtained from all the awarded vendors. The County reserves the right to award these additional sites and / or zones to the lowest responsive responsible vendor, or to acquire the services through a separate solicitation.

B. Enhancement

Should a site be enhanced with additional plant material, price quotes will be obtained for the additional maintenance from the primary vendor servicing that site. If the price submitted by the primary vendor for the enhancement is not competitive the County shall obtain price quotes from all the awarded vendors for the entire site including the enhanced portion. The County reserves the right to award the site to the lowest responsive responsible vendor, or to acquire the services through a separate solicitation.

C. Site Modifications

Should a site increase or decrease in size or plant material is added or removed, price quotes shall be obtained for the modification from the primary vendor servicing that site. If the price submitted by the primary vendor for the modification is not competitive, the County shall obtain price quotes from all the awarded vendors for the entire site including the modified portion. The County reserves the right to award the site to the lowest responsive, responsible vendor, or to acquire the services through a separate solicitation.

D. Deletion

Sites or zones may be deleted when such services are no longer required during the contract period; upon written notice to the vendor.

2.24 LABOR, MATERIALS, AND EQUIPMENT

The vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval by the County user department.

2.25 COMPLIANCE / REGULATIONS

SECTION 2
SPECIAL CONDITIONS

A. Legal Requirement for Pollution Control

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through Permitting, Environment and Regulatory Affairs, 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

B. Toxic Substances/Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

C. Accident Prevention, Barricades and Safety

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, Florida Department of Transportation and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County user department.

Vendor agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue immediate restrain or cease and desist to a vendor, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County user department.

2.26 CLEAN UP

All unusable materials and debris shall be removed from the work site at the end of each workday, and disposed of in an appropriate manner. Upon completion of the work, the vendor shall thoroughly clean up all areas affected by the work performed.

2.27 MIAMI-DADE COUNTY LIVING WAGES

If the total contract value, **per term**, exceeds \$100,000 the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at www.miamidade.gov. A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/aopdfdoc/aopdf/pdf/files/AO3-30.pdf>.

2.28 SHANNON MELENDI AFFIDAVIT

SECTION 2
SPECIAL CONDITIONS

Vendors are required to complete the affidavit pursuant to Miami-Dade County Code Chapter 26, Article III; The Shannon Melendi Act. A copy Ordinance may be obtained online at: <http://intra.miamidade.gov/gia/legistarfiles/Matters/Y2008/080439.pdf>. A copy of the code may be obtained online at: <http://library.municode.com/index.aspx?clientId=10620>.

2.30 E-MAIL ADDRESSES

The County has provided throughout this solicitation e-mail addresses for the convenience of the vendor. Nonetheless, it shall be the vendors' responsibility to keep these e-mail addresses up-to-date in the event there is a change.

SECTION 3
TECHNICAL SPECIFICATIONS
Grounds Maintenance

3.1 SCOPE OF WORK

The purpose of this Invitation to Bid (ITB) is to establish a contract to purchase scheduled grounds maintenance and to pre-qualify vendors to participate in future competition for pesticide control services for Miami-Dade County.

The scope of work for Group 1 consists: turf mowing, grass trimming, edging, mulching, constructing mulch tree rings and strips, shrub and hedge trimming, pruning and trimming trees and palms, removing palm frond, clearing tree trunks, removing suckers, sprouts weeds and vines, applying pre and post emergent herbicides, maintaining plants and annual flowerbeds, fertilizing, clean-up, removing trash and litter. The vendor shall complete all tasks in a uniform, continuous manner within each cycle; (one after the other) until they are all fully completed in one day or two days as indicated in the schedule. The scope of work for Group 2 consists of applying pesticides when the treatment of plant is necessary.

3.2 SERVICE CYCLES

All services described in this solicitation in Paragraph 3.3 will be performed in cycles, with the exception of fertilization and pesticide application. A site cycle is complete when all the required service tasks are performed and accepted. The frequency of the services in this solicitation varies by site. Some sites require twelve service cycles per year while others require sixteen service cycles per year. The following are the service cycle schedule for this solicitation. These schedules may be adjusted by the County user department.

Schedule for 12 Service Cycles Per Year		Schedule for 16 Service Cycles Per Year	
<u>Month</u>	<u>No. of Cycles</u>	<u>Month</u>	<u>No. of Cycles</u>
January	2	January	2
February		February	1
March		March	1
April	1	April	2
May	1	May	1
June	2	June	2
July	1	July	1
August	2	August	2
September		September	1
October	1	October	1
November	1	November	1
December	1	December	1
12		16	

SECTION 3
TECHNICAL SPECIFICATIONS
Grounds Maintenance

3.3 SERVICE CYCLE TASKS**A. Turf Mowing**

Remove all leaves, litter, rocks, trash, garbage, and debris from turf areas before mowing. All mower blades shall be sharp enough to cut, rather than tear, grass blades. Mowing shall not be performed when the weather, or other conditions, would cause damage to turf. All mowers are to be adjusted to the proper cutting height and level for the turf areas. Mowing height shall be at 3" to 3.5" inches, except when otherwise directed by the representative of the County user department. Height measurement shall be from level grade with the blade surface parallel and level to the ground. Mowing shall produce an overall smooth surface appearance without scalping or leaving any uncut grass. Remove all grass clippings, leaves and debris produced by mowing on the same day as mowed; cut grass shall not remain on any site overnight. Mowing shall be performed carefully so as not to "bark" trees, palms or shrubs, intrude into ground cover beds and decorative rock beds, displace mulch and decorative rock or damage the irrigation system, landscape lighting, pavement or any other property.

B. Grass Trimming

All string line trimmers (weed eaters) shall have rock shields. All grass shall be trimmed with weed eaters immediately following mowing. Trim at the same height that grass was mowed. Trim around all obstacles and vertical surfaces such as poles, control boxes, fences, curbs, buildings, walls, electric boxes, irrigation heads, uneven or jagged edged pavement or other objects as required by the County's representative. The vendor shall remove all trimming debris at time of service.

C. Edging

After each mowing, use a mechanical edger to edge to a neat, uniform, vertical line at all grass abutting curbs, sidewalks, driveways, flush-paved surfaces, as well as at shrubs, ground covers beds, hedges, trees, palms or other objects. The vendor shall sweep-up and remove all edging debris at time of service.

D. Hedge and Shrub Trimming

All trimming shall be in proportion to the dimensions of the hedge and shrub, using horticultural sound principles. Pruning and trimming are to be performed during each service cycle, as needed to maintain the formal or informal character of the landscape. Use sharp manual or mechanical hedge trimmers to trim all hedges to maintain neat, geometric forms in size, shape and form as existing. Trim or prune plant material to ensure unobstructed sidewalks, passageways, signs, furniture, curbs, bus bays, fences and windows. Prune all suckers, sprouts and dead and/or broken branches. Hedges will be cut even and straight. When possible, the sidewalk's edge will be used as a guide. All hedges will be kept at a height of no more than 6' feet, or as directed by the County representative.

E. Tree and Palm Pruning and Trimming

All pruning and trimming is to be performed in a routine basis as part of the cycle to maintain a minimum canopy height of 10' on pedestrian path and 16' on streets. Trees will also be pruned to allow for aeration and proper growth. Tree trimming shall be supervised by an

SECTION 3
TECHNICAL SPECIFICATIONS
Grounds Maintenance

arborist certified by the International Society of Arboriculture (ISA) Certified Arborist. Prior to the tree trimming, the vendor shall submit to the representative of the County user department a copy of the arborist's certification. Vendor shall clear trunk trees, at the directed heights, up to fifteen feet (15') from the ground. For trees of total height near or less than 15 feet, trim in proportion to the tree size. Remove all palm fronds on palm trunks to provide a clear trunk and a 9:00 o'clock 3:00 o'clock configuration. This work is limited to palms whose "head" and fronds are 15 feet from the ground and lower. All pruning shall be done in accordance with the American National Standards Institute (ANSI A300 Standards) as described in Tree Pruning Guidelines published by the International Society of Arborist (ISA). For more information link to: www.isa-arbor.com/. Special emphasis will be placed on safety during tree pruning operations particularly when working over or adjacent to roads, walkways and utility lines.

F. Weeds and Vine Control

All weeds and vines shall be removed (1) manually, (2) with chemicals, including pre and post emergence herbicides, (3) by mechanical means, or (4) any combination of these means from mulch rings and strips, decorative rock beds, shrubs, hedges, ground cover beds and paved areas. All chemicals used in weed control shall be provided by the vendor as part of their work at no additional cost to the County. Examples of paved areas are sidewalks, sidewalks, along and through fence lines, curbs, parking lots, expansion joints, cracks, paved areas, and areas adjacent to buildings, etc. When chemicals are used to control weeds, use an approved herbicide that will kill the weed roots.

For more information link to: www.epa.gov/pesticides/ and www.freshfromflorida.com/onestop/aes/registration.html. Vendor shall remove all exotic weed trees, with a trunk caliper of up to 4" inches when measured at a height of 4' feet from the ground as described in Chapter 24 of the Miami-Dade County Code. Information may be obtained at: <http://library.municode.com/index.aspx?clientId=10620>. Utilize a combination of mechanical removal and application of selective and non-selective pre and post emergent herbicides, per label direction, as required to keep the areas described above free of weeds.

G. Annual flowerbeds maintenance

Remove all weeds, grasses and dead, broken, damaged or unsightly plant or plant parts from flowerbeds. Remove all litter. Prune or trim to maintain beds height. Depending on the variety of annual plants, pinching of buds to promote bloom and to reduce fungus may be required.

H. Pest and Disease Inspection

The vendor shall inspect all areas for presence of disease infestation. The vendor shall report all plant material affected with pests or disease to a representative of the County user department. The report shall include the name of the plant material, and the name of the pest or disease.

I. Litter Control

Litter pick-up shall be performed within each cycle. The vendor shall remove all trash, leaves, litter, rocks, garbage landscape debris, glass, plastics and vehicle parts. Pickup includes the entire landscape areas as well as hard surfaces. The vendor shall remove and legally dispose of all debris from the service site, including all adjacent paved surfaces.

SECTION 3
TECHNICAL SPECIFICATIONS
Grounds Maintenance

J. Inspections and Quality Control

The vendor shall plan, coordinate, and inspect sites to maintain quality control, and report inspection findings to a representative of the County user department. A representative of the user County department will regularly inspect the work performed by the vendor.

3.4 FERTILIZATION

A. Frequency

Fertilize two (2) times per year, in March and July, or as directed by a representative of the County user department. Application rate shall be in accordance with the manufacturer's specifications. Vendors shall provide a price for this service in Section 4, Bid Submittal Forms.

B. Product Approval

Fertilizers shall comply with Florida's Commercial Fertilizer Law, Chapter 576, Florida Statute and Chapter 5E-1, Florida Administrative Code. For more information link to: www.freshfromflorida.com/onestop/aes/fertilizer.html.

Fertilizers shall be applied using the guidelines in Fertilization in the Green Industry Best Management Practices Manual, Chapter 5. For more information link to: <http://fyn.ifas.ufl.edu/pdf/grn-ind-bmp-en-12-2008.pdf>.

Vendor shall submit manufacturer's specification sheet and tags from the bags of fertilizer to the representative of the County user department for approval of product prior to application.

C. Composition and Quality

All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in unopened bags, containers and/or boxes, which are fully labeled with the manufacturer's analysis.

3.5 PESTICIDE APPLICATION

When treatment of plant material is necessary, pre-qualified vendors under Group 2 shall be invited to participate in pricing competition. The submittal of the product's label and Material Safety Data Sheet and proof of a valid 482 Pest Control Operator and / or 487 Pesticide Applicator license shall be defined in the Request for Quotations. Only products approved by the Federal Environmental Protection Agency (EPA) and registered and approved by the State of Florida shall be used. For more information link to: www.epa.gov/pesticides/, and www.freshfromflorida.com/onestop/aes/registration.html.

3.6 ADDITIONAL SERVICES

Additional services shall constitute additional frequency of all tasks covered in Section 3, as well as additional landscape related tasks not already listed in Section 3. When additional services are required, the awarded vendor for the affected zone / site shall charge the hourly labor rate per person as submitted in Section 4, Bid Submittal. The County reserves the

SECTION 3
TECHNICAL SPECIFICATIONS
Grounds Maintenance

right to award these similar services to the primary vendor, any contract vendor based on the lowest price quoted, or to acquire the services through a separate solicitation.

3.7 ATHLETIC FIELDS

The athletic fields at each site are not part of this solicitation.

3.8 IDENTIFICATION, UNIFORMS AND VEHICLES

All vendor personnel performing services under a contract resulting from this solicitation must carry a clearly visible employee identification badge. This badge shall include the vendor's company name, the employees name and a current photograph of the employee. In addition, all employees shall wear a uniform shirt (or t-shirt) clearly displaying the vendor's company name. Vendor vehicles shall be clearly identified with the company name.

**SECTION 4
BID SUBMITTAL FORM**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.

, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: **LB** ISD/PM Date Issued: This Bid Submittal Consists of Pages through

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:
Grounds Maintenance**

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 988-36	
Procurement Contracting Officer	Lina Bonilla

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 1: Central</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
1.	32 cycles	Continental Park 10100 SW 82 nd Avenue	\$
1a.	4 cycles	Fertilization per Paragraph 3.4	\$
2.	32 cycles	Kendale Lakes Park 7850 SW 142 nd Avenue	\$
2a.	4 cycles	Fertilization per Paragraph 3.4	\$
3.	32 cycles	Kendall Soccer 8011 SW 127 th Avenue	\$
3a.	4 cycles	Fertilization per Paragraph 3.4	\$
4.	32 cycles	Millers Pond Park 13350 SW 47 th Street	\$
4a.	4 cycles	Fertilization per Paragraph 3.4	\$
5.	32 cycles	North Trail Park 12701 NW 8 th Street	\$
5a.	4 cycles	Fertilization per Paragraph 3.4	\$
6.	32 cycles	Ron Ehmann Park 10995 SW 97 th Avenue	\$
6a.	4 cycles	Fertilization per Paragraph 3.4	\$
7.	32 cycles	The Women's Park 10251 West Flagler Street	\$
7a.	4 cycles	Fertilization per Paragraph 3.4	
8.	32 cycles	Three Lakes Park 13375 SW 136 th Street	\$
8a.	4 cycles	Fertilization per Paragraph 3.4	

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 1: Central</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
9.	32 cycles	Westwind Lakes Park 6805 SW 152nd Avenue	\$
9a.	4 cycles	Fertilization per Paragraph 3.4	\$
10.	24 cycles	Bird Lakes Park 4765 SW 144 th Avenue	\$
10a.	4 cycles	Fertilization per Paragraph 3.4	\$
11.	24 cycles	Coral Estates Park 1405 SW 97th Avenue	\$
11a.	4 cycles	Fertilization per Paragraph 3.4	\$
12.	32 cycles	McMillian Park 6125 SW 133rd Avenue	\$
12a.	4 cycles	Fertilization per Paragraph 3.4	\$
13.	24 cycles	Miller Drive Park 5510 SW 94 th Court	\$
13a.	4 cycles	Fertilization per Paragraph 3.4	\$
14.	24 cycles	Rockway Park 9460 SW 27 th Drive	\$
14a.	4 cycles	Fertilization per Paragraph 3.4	\$
15.	32 cycles	Ruben Dario Park 9825 West Flagler Street	\$
15a.	4 cycles	Fertilization per Paragraph 3.4	\$
16.	32 cycles	Tropical Estates Park 10201 SW 48th Street	\$
16a.	4 cycles	Fertilization per Paragraph 3.4	\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 1: Central</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
17.	24 cycles	Westwood Park 11350 SW 53 rd Terrace	\$
17a.	4 cycles	Fertilization per Paragraph 3.4	\$
18	24cycles	Francisco Human Rights 9445 SW 24 th Street	\$
18a.	4 cycles	Fertilization per Paragraph 3.4	\$
19.	24 cycles	Lago Mar Park 8165 SW 162 nd Avenue	\$
19a.	4 cycles	Fertilization per Paragraph 3.4	\$
20.	24 cycles	Rockridge Park 10810 SW 117 th Avenue	\$
20a.	4cycles	Fertilization per Paragraph 3.4	\$
21.	32 cycles	Killian Library Park 11161 SW 87 th Court	\$
21a.	4 cycles	Fertilization per Paragraph 3.4	\$
22.	24cycles	Snapper Creek 10200 SW 80 th Street	\$
22a.	4 cycles	Fertilization per Paragraph 3.4	\$
23.	24 cycles	Southern Estates Park 12199 SW 34 th Street	\$
23a.	4 cycles	Fertilization per Paragraph 3.4	\$
24.	24 cycles	Sunset Park 7321 SW 97 th Avenue	\$
24a.	4 cycles	Fertilization per Paragraph 3.4	\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 1: Central</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
26.	24 cycles	Tamiami Lakes Park 13220 SW 18 th Street	\$
26a.	4 cycles	Fertilization per Paragraph 3.4	\$
27.	24 cycles	Domino Park 10202 SW 172nd Street	\$
27a.	4 cycles	Fertilization per Paragraph 3.4	\$
28.	24 cycles	South Dade Trail Mini Park 7975 SW 112 th Street	\$
28a.	4cycles	Fertilization per Paragraph 3.4	\$
29.	24 cycles	Blue Lakes Park 4275 SW 92nd Avenue	\$
29a.	4 cycles	Fertilization per Paragraph 3.4	\$
30.	24 cycles	Bent Tree Park 13850 SW 47th Street	\$
30a.	4 cycles	Fertilization per Paragraph 3.4	\$
31.	24 cycles	Kendale Park 9250 Kendale Boulevard	\$
31a.	4cycles	Fertilization per Paragraph 3.4	\$
32.	24 cycles	Rockdale Park 9325 SW 146th Street	\$
32a.	4 cycles	Fertilization per Paragraph 3.4	\$

SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance

FIRM NAME: _____

Group 1

<u>Zone 1: Central</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
33.	24 cycles	Sun Lakes Park SW 167 th Avenue and SW 78 th Street	\$
33a.	4 cycles	Fertilization per Paragraph 3.4	\$
34.	24 cycles	Cherry Grove Park 9101 SW 97 th Avenue	\$
34a.	4 cycles	Fertilization per Paragraph 3.4	\$
35.	100 hours	Additional Services per Paragraph 3.6	\$
Total of Items 1 through 35:			\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 2: South</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
1.	32 cycles	Colonial Drive Park 10750 SW 156 th Terrace	\$
1a.	4 cycles	Fertilization per Paragraph 3.4	\$
2.	32 cycles	Goulds Park 11350 SW 216 th Street	\$
2a.	4 cycles	Fertilization per Paragraph 3.4	\$
3.	32 cycles	Naranja Park 14150 SW 264 th Street	\$
3a.	4 cycles	Fertilization per Paragraph 3.4	\$
4.	32 cycles	South Dade Park 28151 SW 164 th Avenue	\$
4a.	4 cycles	Fertilization per Paragraph 3.4	\$
5.	32 cycles	Southridge Park 19598 SW 112 th Avenue	\$
5a.	4 cycles	Fertilization per Paragraph 3.4	\$
6.	32 cycles	West Perrine Park 17121 SW 104 th Avenue	\$
6a.	4 cycles	Fertilization per Paragraph 3.4	\$
7.	32 cycles	Wild Lime Park 14751 Hammocks Boulevard	\$
7a.	4 cycles	Fertilization per Paragraph 3.4	\$
8.	32 cycles	Sgt. Joseph Delancy Park 14450 Boggs Drive	\$
8a.	4 cycles	Fertilization per Paragraph 3.4	\$
9.	32 cycles	Hammocks Community Park 9885 Hammocks Boulevard	\$
9a.	4 cycles	Fertilization per Paragraph 3.4	\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 2: South</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
10.	32 cycles	Deerwood Bonita Lakes Park 14405 SW 122 nd Avenue	\$
10a.	4 cycles	Fertilization per Paragraph 3.4	\$
11.	32 cycles	Devonair Park 10411 SW 122 nd Avenue	\$
11a.	4 cycles	Fertilization per Paragraph 3.4	\$
12.	24 cycles	Sandpiper Park 11100 SW 157 th Avenue	\$
12a.	4 cycles	Fertilization per Paragraph 3.4	\$
13.	24 cycles	Eureka Park 11951 SW 184 th Street	\$
13a.	4 cycles	Fertilization per Paragraph 3.4	\$
14.	24 cycles	Eureka Villas Park 14305 SW 180 th Street	\$
14a.	4 cycles	Fertilization per Paragraph 3.4	\$
15.	24 cycles	Modello Park 28450 SW 152 nd Avenue	\$
15a.	4 cycles	Fertilization per Paragraph 3.4	\$
16.	24 cycles	Plaza Licenciado Benito Juarez Park 19825 SW 376 th Street	\$
16a.	4 cycles	Fertilization per Paragraph 3.4	\$
17.	24 cycles	Camp Matecumbe Park 13841 SW 120 th Street	\$
17a.	4 cycles	Fertilization per Paragraph 3.4	\$
18.	24 cycles	Cinco de Mayo Park 19351 SW 384 th Street	\$
18a.	4 cycles	Fertilization per Paragraph 3.4	\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 2: South</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
19.	24cycles	Dr. Chuck Pezolt Park 16555 SW 157 th Avenue	\$
19a.	4cycles	Fertilization per Paragraph 3.4	\$
20.	24cycles	Forest Lakes Park 16351 SW 99 th Street	\$
20a.	4 cycles	Fertilization per Paragraph 3.4	\$
21.	24 cycles	Kings Grant Park 15211 SW 160 th Street	\$
21a.	4 cycles	Fertilization per Paragraph 3.4	
22.	24 cycles	Kings Meadow Park 10036 SW 142 nd Avenue	\$
22a.	4 cycles	Fertilization per Paragraph 3.4	\$
23.	24 cycles	Leisure Lakes Park 29305 Illinois Road	\$
23a.	4 cycles	Fertilization per Paragraph 3.4	\$
24.	24 cycles	Leisure Park 15355 Harding Lane	\$
24a.	4 cycles	Fertilization per Paragraph 3.4	\$
25.	24 cycles	South Miami Heights 20800 SW 117th Court	\$
25a.	4 cycles	Fertilization per Paragraph 3.4	\$
26.	24 cycles	Pineridge BMX Park 13050 SW 216th Street	\$
26a.	4 cycles	Fertilization per Paragraph 3.4	\$
27.	32 cycles	West Kendall District (Dog Park) 11300 SW 157th Avenue	\$
27a.	4 cycles	Fertilization per Paragraph 3.4	\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 2: South</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
28.	24 cycles	Kevin Broils Park 26150 SW 125 th Avenue	\$
28a.	4 cycles	Fertilization per Paragraph 3.4	\$
29.	24 cycles	Palmland Park 15351 SW 304 th Street	\$
29a.	4 cycles	Fertilization per Paragraph 3.4	\$
30.	24 cycles	Princetonian 12755 SW 252 nd Terrace	\$
30a.	4 cycles	Fertilization per Paragraph 3.4	\$
31.	24 cycles	Naranja Lakes 14150 SW 264 th Street	\$
31a.	4 cycles	Fertilization per Paragraph 3.4	\$
32.	24 cycles	Camp Redlands 15431 SW 256 th Street	\$
32a.	4 cycles	Fertilization per Paragraph 3.4	\$
33.	100 hours	Additional Services per Paragraph 3.6	\$
Total Items 1 through 33:			

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Group 1

<u>Zone 3: Homestead</u>			
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price Per Cycle</u>
1.	24 cycles	Homestead Air Reserve Park 26851 SW 127 th Avenue	\$
1a.	4 cycles	Fertilization per Paragraph 3.4	\$
2.	100 hours	Additional Services per Paragraph 3.6	\$
Total Items 1 through 2:			\$

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Minimum Requirements for Group 1 Only	
Reference	Refer to the details in Paragraph 2.6 to insure that your firm's responses and attachments comply with the Invitation to Bid requirements.
Section 2, Paragraph 2.6.A.1 Facility Information	Company Name: _____ Street Address: _____ Telephone No.: _____ Fax: _____ E-mail Address: _____
Section 2, Paragraph 2.6.A.2 Project Manager / Supervisor Information	Project Manager Name: _____ Cellular No: _____ Supervisor Name: _____ Cellular No: _____
Section 2, Paragraph 2.6.A.3 Reference No. 1	Vendors shall be regularly engaged in the goods and services being offered under this Invitation to Bid. Vendors must submit a list of three current references. Company Name: _____ Contact Person: _____ Title: _____ Street Address: _____ Contact Person Telephone No.: _____ E-mail Address: _____

**SECTION 4
 BID SUBMITTAL FOR:
 Grounds Maintenance**

FIRM NAME: _____

Minimum Requirements for Group 1 Only

Reference	Refer to the details in Paragraph 2.6 to insure that your firm's responses and attachments comply with the Invitation to Bid requirements.
Section 2, Paragraph 2.6.A.3 Reference No. 2	Company Name: _____
	Contact Person: _____
	Title: _____
	Street Address: _____
	Contact Person Telephone No.: _____
	E-mail Address: _____
Reference No. 3	Company Name: _____
	Contact Person: _____
	Title: _____
	Street Address: _____
	Contact Person Telephone No.: _____
	E-mail Address: _____

Section 2, Paragraph 2.6.B.1 Arborist Information	Arborist Name: _____ Attach a copy of the certification.
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Requirements for Group 2 Only

Section 2, Paragraph 2.6.C.1 Florida Structural Pest Control Law Chapter 482	Pest Control Operator Firm Name: _____ Certified Operator Name: _____ Attach a copy of both licenses.
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**SECTION 4
BID SUBMITTAL FOR:
Grounds Maintenance**

FIRM NAME: _____

Requirements for Group 2 Only	
Reference	Refer to the details in Paragraph 2.6 to insure that your firm's responses and attachments comply with the Invitation to Bid requirements.
Section 2, Paragraph 2.6.C.2 Florida Pesticide Law Chapter 487	Pesticide Applicator Name: _____ Attach a copy of the license.

SECTION 4
BID SUBMITTAL FOR:
Grounds Maintenance

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____

SECTION 4
BID SUBMITTAL FOR:
Grounds Maintenance

FIRM NAME: _____

Bid Title: Grounds Maintenance

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

SECTION 4
BID SUBMITTAL FOR:
Grounds Maintenance

FIRM NAME: _____

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ___/___-___/___/___/___/___

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)
*“By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.”

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Walters, Vivian (RER)

From: Bonilla, Lina (ISD)
Sent: Tuesday, September 18, 2012 5:03 PM
To: Walters, Vivian (RER)
Subject: RQID1200126
Attachments: DBD DEPARTMENT INPUT2.doc; ITB 9_11_12.docx

Lina,

Hi Vivian,

Your department completed the review of the aforementioned project and recommended an SBE Set-Aside. We will need your review again as we are now changing the method of award. Please call me if you have questions.

As always, thank you for all your help.

Lina Bonilla
Internal Services Department
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, Florida 33128
Phone: 305-375-2173
Email: lbouill@miamidade.gov
Fax: 305-375-4407

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Small Business Development Division Project Worksheet

Project/Contract Title: GROUNDS MAINTENANCE
 Project/Contract No: RQID1200126
 Department: INTERNAL SERVICES
 Estimated Cost of Project/Bid: \$250,000.00

Funding Source:
GENERAL FUNDS

Received Date: 08/13/2012

Resubmittal Date(s):

Description of Project/Bid: To establish a contract to purchase scheduled grounds maintenance, for various Miami-Dade County (park sites).

Contract Measures Recommendation		
Measure	Program	Goal Percent
Set Aside	SBE	100.00%

Reasons for Recommendation
<p>SBE SET-ASIDE</p> <p>This project meets all the criteria set forth in I.O.# 3-41.</p> <p>The sixty-eight (68) SBE firms certified in the required Commodity Codes were polled; fourteen (14) responded in the affirmative.</p> <p>Commodity Code: 98836-Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, Etc.; 98852-Landscaping (Including Design, Fertilizing, Planting, Etc., But Not Grounds Maintenance Or Tree Trimming Services)</p>

Analysis for Recommendation of a Goal				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	SBE	\$250,000.00	100.00%	
Total		\$250,000.00		

Living Wages: YES NO
 Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW/RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside <input checked="" type="checkbox"/> Level 1 _____	Level 2 _____	Level 3 _____	
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	SBD Director		8/23/12 Date

Walters, Vivian (RER)

From: Walters, Vivian (RER)
Sent: Thursday, September 20, 2012 10:32 AM
To: Bonilla, Lina (ISD)
Cc: Johnson, Laurie (RER); McGriff, Sherri (RER)
Subject: RE: RQID1200126

Lina,

As per our conversation, the subject project which originally had an **SBE Set-Aside**, is now being re-submitted with two (2) Groups:

Group 1 – Grounds Maintenance by Zone

Group 2 – Pest and Disease Control – Prequalification

The reason listed for this decision, when contacted the firms could not meet the **“Pest and Disease Control”** Component. The recommendation PM (ISD), is that **Group 1** retains the **SBE Set-Aside**; and, **Group 2** with the **Pre-qualification Pool**, a **“Bid Preference”**.

Please respond with a confirmation, that the above summation is correct as stated.

Advise as to any *“errors, omissions, and/or misunderstanding”*.

Regards,

Vivian O. Walters, Jr.

Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, FL 33128
walterv@miamidade.gov
Office (305) 375-3138 | Fax (305) 375-3160
“Delivering Excellence Every Day”

"For the New Project Review & Analysis Process"



click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



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Sent: Tuesday, September 18, 2012 5:03 PM
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As always, thank you for all your help.

Lina Bonilla
Internal Services Department
Procurement Management Services
111 NW 1st Street, Suite 1300
Miami, Florida 33128
Phone: 305-375-2173
Email: lboll@miamidade.gov
Fax: 305-375-4407

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