

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New OTR Sole Source Bid Waiver X Emergency Previous Contract/Project No.
Contract
 Re-Bid Other LIVING WAGE APPLIES: X YES NO

Requisition No./Project No.: RQAV1200037 TERM OF CONTRACT 1 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Grounds Maintenance

Description: To purchase scheduled grounds maintenance for Miami Dade Aviation Department

Issuing Department: ISD
Estimate Cost: \$250,000.00
Funding Source:

Contact Person: Lina Bonilla Phone: 305-375-2173
GENERAL FEDERAL OTHER
Proprietary Funds

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.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
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				

Basis of recommendation:

Signed: <u>Lina Bonilla</u>	Date sent to SBD: <u>9/5/2012</u>
	Date returned to DPM:

RECEIVED
DEPT. BUSINESS DEV.
2012 SEP -5 PM 12: 03



**SECTION #3
EMERGENCY PURCHASES**

NOTE TO DEPARTMENTS: COMPLETE ITEMS MARKED WITH (▶)

▶ REQUISITION #: RQ _____ P.O. #: _____

BCC DATE: _____
2014 JUN 14 PM 2:19

▶ ACQUISITION DATE (Date Order Is Placed): _____

▶ TITLE:	---Landscaping and Lawn Maintenance Services
▶ DESCRIPTION:	Landscaping and Lawn Services on all MIA areas.
▶ PURPOSE :	To maintain Landscaping and Lawn and to keep on good conditions all areas at MIA

▶ Department(s):	▶ Funding Source(s):	▶ Allocation(s):
AVIATION	REVENUE	\$
*		\$

▶ TERM OF CONTRACT:

One Two Three Four Five *Year(s)

_____ Month(s)

Contract Period From _____ to _____

Upon Completion * From _____ to _____

Upon Delivery * _____ Days A.R.O. (after Receipt of Order)

Special Conditions:

Insurance Type _____

Performance/Payment Bond

Certificate of Competency

Living Wage Applies

SBE Measures:	<input type="checkbox"/> None	<input type="checkbox"/> Set Aside	<input type="checkbox"/> SBE	<input type="checkbox"/> Micro Enterprise	Review Committee Date: _____
	<input type="checkbox"/> Bid Preference	<input type="checkbox"/> SBE	<input type="checkbox"/> Micro Enterprise	Item #: _____	
	<input type="checkbox"/> Goal	<input type="checkbox"/> SBE	<input type="checkbox"/> Micro Enterprise		

▶ Number of Price Quotation(s): Requested: _____ Received: _____

Awarded To Low Bidder: * YES NO, If "NO", provide explanation in the Comments section

Vendor: _____	Vendor: _____
Vendor: _____	Vendor: _____

Contract Value: \$ _____

Did Local Preference affect the outcome of the Award?	<input type="checkbox"/> YES <input type="checkbox"/> NO, if "YES", provide detailed explanation in the "Comments" section
-------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------

UAP Included:	<input type="checkbox"/> YES <input type="checkbox"/> NO	• Will CITT Funds be used? <input type="checkbox"/> YES <input type="checkbox"/> NO
		• Will Federal Funds be used? <input type="checkbox"/> YES <input type="checkbox"/> NO
		• If UAP is not included, Attach written approval to waive UAP and

SECTION #3
EMERGENCY PURCHASES

REQUISITION # _____
TITLE _____

provide an explanation in the "Comments" section

► **Justification and Comments:** This is an emergency gap contract to cover for landscaping services to MDAD areas currently provided by Superior Landscaping & Lawn Maint. Services on Bid 6929. Superior will be removed from the contract due to non-performances. This Gap Contract would maintain uninterrupted services until the replacement contract is awarded.

Background/Need to Know: _____
Potential Issues: _____

► **Signature(s):**
Neivy Garcia
Neivy Garcia

8/8/12
Date

305-876-8482
Telephone

Bobbie Jones-Wilfork
Bobbie Jones Wilfork

8/8/12
Date

Department of Procurement Management Use Only

Signatures(s):

Procurement Agent

Date

Procurement Supervisor

Date

Procurement Manager

Date

Division Director

Date

Director

Date

Vendor Assistance Section

Date



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 for the Miami-Dade Aviation Department

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

- SMALL BUSINESS ENTERPRISE MEASURE:**
- SITE VISITS:.....** See Section 2, Paragraph 2.8
- INDEMNIFICATION/INSURANCE:** See Section 2, Paragraph 2.11
- USER ACCESS PROGRAM:.....** See Section 2, Paragraph 2.21
- LIVING WAGE:.....** See Section 2, Paragraph 2.26

FOR INFORMATION CONTACT:

Lina Bonilla, 305-375-2173 or lb@miamidadegov

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(i) 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.

SECTION 1
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@miamidadegov.
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

SECTION 1
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

SECTION 1
GENERAL TERMS AND CONDITIONS

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 Proposer's 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 for the Miami-Dade Aviation Department to purchase scheduled grounds maintenance for Miami International Airport.

2.2 SMALL BUSINESS CONTRACT MEASURES**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 **one-year** period.

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

Award of this contract will be made to the three lowest priced responsive, responsible vendors in the aggregate. In order to be considered for award, vendors must who submit an offer for all sites. If a vendor fails to submit an offer for all items, its offer may be rejected. The lowest priced vendor shall be the primary vendor and shall have the initial responsibility to perform under this contract. In the event the primary vendor defaults, the secondary vendor shall be responsible for performing the contractual obligations of this contract. In the event the secondary vendor defaults, the tertiary vendor shall be responsible for performing the contractual obligations of this contract. 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 as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the vendor for default and charge the vendor re-procurement costs, if applicable.

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

Vendors shall submit all of the specified information, documents and attachments listed below 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.

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.

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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 telephone 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 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. If the work will be supervised by an arborist who is not directly employed by the vendor, the arborist name and a copy of the license shall be included in the vendor's bid submittal form. For more information link to: www.floridaisa.org/.
4. 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**). A 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. If the work will be performed by other than the vendor, the company name, the operators name and a copy of both licenses shall be included in the vendor's bid submittal form. For more information link to: www.freshfromflorida.com/onestop/aes/pestcont.html.
5. Vendors shall hold a pesticide applicator license 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. If the work will be performed by other than the vendor or employee of the vendor the applicator name 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.
6. Vendors shall be regularly engaged in the services being offered under this ITB. Vendors must submit a list of three current references. The references listed must be customers to whom the vendor has provided the grounds maintenance as described in the ITB. 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.

2.7 PRICES: Intentionally Omitted

2.8 EXAMINATION OF SITES IS HIGHLY RECOMMENDED

Vendors shall attend the pre-arranged site visit to review the current conditions of the sites. The 'cone of silence' is lifted during the site visit to allow for any questions to be addressed with the representatives of Procurement Management Services and Miami-Dade Aviation Department (MDAD) who will be present during the time allotted at the sites. Vendors must arrive promptly to ensure that all attendees have sufficient time to inspect the sites. Please

SECTION 2
SPECIAL CONDITIONS

note that a fifteen (15) minutes grace period will be allowed before the walk thru begins. Vendors are requested to bring a copy of the Invitation to Bid to the site visit, as additional copies will not be available. MDAD will provide County vehicles to transport all vendors during the walk-thru. It's mandatory that all vendors use these vehicles to expedite the process. All site visits will be conducted on Wednesday, August _____ at 8:00 am. The site visit meeting location will take place at Building 3030, 2nd Floor, B Wing, LAS Conference Room. For directions see below:

Enter Miami International Airport from LeJeune Rd. (NW 42 Ave.) and take Central Blvd. (NW 21 St.) west bound towards the terminal. Prior to the terminal, you will pass under a bridge. After the bridge, make the first right turn and proceed north 1 block to the traffic light, which is Perimeter Rd. Turn right and proceed east on Perimeter Rd. 1 block to the next light, which is NW 22 St. Turn left and proceed east on NW 22 St. for 1 block to the stop sign. The building in front of you is 3030. Turn right and follow the signs around the building for "Bldg. 3030 Visitor Parking". If the lot is full, park in the lot across the street to the east. Disregard signs which restrict parking to permit vehicles. If you reach the terminal, you missed Bldg. 3030. Just follow the signs for "Return to Terminal" and repeat the directions above or call Jeff Dawson, at 954-383-5696 (cell phone), for further help. Once you are on Central Blvd. headed to the terminal, there are also signs which give directions to Bldg. 3030, so you can follow them if you wish, also.

This is a public meeting and multiple members of individual community councils may be present.

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 sub Vendors. 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:

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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.

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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 Invitation to Bid.

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 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
- VI. 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 to the vendor 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 **three (3) working days** 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 County representative.

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@miamidadegov.

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)

SECTION 2
SPECIAL CONDITIONS

measures are being applied, a VBE who is also an SBE shall not receive the veteran's 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 BUSINESS HOURS OF OPERATIONS

Work days and hours shall be Monday through Friday, 7:00 AM to 4:00 PM, including Federal, State and Local holidays. Work days and hours may only be modified when previously approved by the County representative.

2.24 CHANGES

A. Additional Sites and / or Group

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, Procurement Management Division (PMD) shall obtain a quote from the primary vendor awarded the contract. If the County determines that the price submitted by the primary vendor is not competitive, PMD will then obtain price quotes from all the vendors awarded the contract. If an additional group needs to be added to the contract, PMDgement will obtain price quotes from all the awarded vendors. The County reserves the right to award these additional sites and / or groups 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, the County will obtain price quotes 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. Deletion

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

2.25 LABOR, MATERIALS, AND EQUIPMENT

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, transportation, supervision, 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 of the County's Project Manager.

2.26 COMPLIANCE / REGULATIONS

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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 shall conduct tasks so that they will not interfere with any airport operations, pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and parking lots bus areas.

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, not caused or correctable by Vendors are to be immediately reported to the Project Manager, or designee.

D. Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

2.27 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.

SECTION 2
SPECIAL CONDITIONS

2.28 SUB-CONTRACTING

There shall be no subcontracting or assignment of work delegation to any other than the awarded vendor; with the exception of the arborist, pest control operator and pesticide applicator.

2.29 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/pdffiles/AO3-30.pdf>

2.30 E-MAIL ADDRESSES

The County has provided throughout this solicitation email addresses for the convenience of the vendors. 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

3.1 SCOPE OF WORK

The purpose of this Invitation to Bid is to establish a contract for the Miami-Dade Aviation Department (MDAD) to purchase scheduled grounds maintenance at Miami International Airport.

The scope of work consists of: turf mowing, grass trimming, shrub, grass-like shrubs, ground cover and hedge trimming, edging, maintenance of containerized plants / planters, annual flowerbeds maintenance tree and palm pruning and trimming, weeds and vine removal, pest and disease control, leaf removal, daily debris, garbage, trash, litter pickup, fertilizing, mulching, emergency litter/trash pick-up and removal, additional watering services and repair of existing irrigation sprinkler damaged by the vendor.

3.2 SERVICE CYCLE, FREQUENCY AND SCHEDULE

The County representative will provide the vendor the twelve month service cycle schedule to include daily litter. MDAD will also provide the schedule for daily litter, garbage, debris pickup, mulching, fertilization, additional watering, irrigation maintenance and other elements within the contract, as required. MDAD may, at their discretion, may request input from the vendor on the development of the schedules. However, MDAD will have sole and final decision and approval of the schedules. Each month's schedule will be issued at the beginning of that month.

A complete service cycle includes all tasks as specified under Paragraph 3.3, Service Cycle Tasks. The complete service cycle shall be fully completed in one calendar day or two or more consecutive calendar days for some sites, as indicated in the schedule. Each service cycle task shall be performed completely and in their entirety for each plant type. (For example, if the Cocoplum hedge is identified as needing trimming, as determined by the County representative, all of the Cocoplum hedge within the given site shall be fully and completely trimmed in one calendar day or two or more consecutive calendar days as indicated in the MDAD schedule.

Requests to cancel service and change or modify the established schedule for any service cycle or for a specific task of a service cycle shall be immediately reported in advance during normal business hours to the County representative for approval. Cancellation of service and changes or modifications must be approved first by the County representative prior to their being effective. MDAD is at no obligation to approve the cancellation, change or modification and if not approved, the established MDAD schedule shall prevail. If approved, the vendor shall fax supporting documentation of the cancellation, change or modification to the County representative no later than 4:00 PM the day the request is made.

Cancellation of service and changes or modifications to the schedule due to inclement weather (i.e. stopping work and releasing employees for the day or not working at all) must first receive approval from the County representative prior to the cancellation, change or modification. This is to address the possibility that emergency work may be required due to the inclement weather.

For service cycles which are delayed in being performed, the established MDAD schedule shall prevail for subsequent service cycles. (For example: If a service cycle is delayed for two days, the next service cycle will be based on the established MDAD schedule and not from the date of the delayed service cycle).

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TECHNICAL SPECIFICATIONS

On instances where the vendor falls behind and is behind schedule, such as but not limited to: (1) inclement weather, (2) seasonal demands, (i.e. tree pruning, excessive leaf drop, etc.), (3) equipment malfunction or (4) other circumstances, the vendor will be required to bring in additional staff and equipment as needed to address the sites that are behind schedule in order to return to the approved schedule in a timely manner, at no additional cost to the County.

All services described in this solicitation in Paragraph 3.3 will be performed in cycles, with the exception of fertilization (3 times a year), mulching (2 times a year), emergency litter/trash pickup and removal (per hour) and additional watering services (per hour). A site cycle is completed when all required service tasks are performed and accepted. The frequency of the services in this solicitation varies by site. Some sites require 30 cycles per year while others require 52 or 104 cycles per year. The following are the service cycle schedule for this solicitation. These schedules may be adjusted by the County representative.

<u>Schedule for 30 cycles per year</u>	<u>Schedule for 52 cycles per year</u>	<u>Schedule for 104 cycles per year</u>
<p>During the rainy season: April 1 to September 30, there will be approximately seventeen (16) service cycles – approximately every ten (10) work days.</p> <p>During the dry season: October 1 to March 31, there will be thirteen (13) service cycles – approximately every fourteen (14) work days.</p>	<p>One service cycle per week</p>	<p>Two service cycles per week</p>

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 County representative. 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

SECTION 3
TECHNICAL SPECIFICATIONS

All string line trimmers (weed eaters) shall have rock shields. All grass shall be trimmed with weed eaters immediately following mowing. Trim at 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 representative. Trimming debris shall be removed daily.

C. Shrub, Grass-Like Shrubs, Ground Cover and Hedge Trimming

Shrubs, grass-like shrubs, ground cover and hedge trimming will be performed when determined, and scheduled by the County representative. Shrubs and shrub masses shall be trimmed, not to exceed twelve trimmings per year. Grass-like shrubs (i.e. Fakahatchee Grass, Muhly Grass and Spartina Grass) shall be trimmed (sometimes referred to as hard cut) to a height of 9 – 12 inches, not to exceed six trimmings per year. Ground covers and ground cover masses shall be trimmed or trimmed back of all foliage not to exceed twelve trimmings per year. Hedges shall be trimmed, not to exceed twelve trimmings per year.

Use sharp manual or mechanical hedge trimmers to trim all hedges to maintain neat, geometric forms in size, shape and form as existing or as directed by the County representative.

D. 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 as required by the County representative. Edging and dirt debris produced shall be sweep-up and removed daily.

E. Containerized Plants /Planters

Containerized plants are located on the Terminal Upper Drive medians and walkways as stand-alone plants and in the “gardens” of the Terminal Upper Drive. Also included are planters in the Dolphin and Flamingo Garages and the Ground Level Bus Loop area. The containerized plants and planters require specialized maintenance two (2) times a week, Monday and Friday, or as directed by the County representative including supplemental watering with hoses, weed removal and control, litter removal, plant rotation, disposal of surplus or damaged materials, manual trimming of leaves and roots.

F. Annual Flowerbeds

Annual flowerbeds maintenance shall be performed weekly. Vendor shall 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 selected, pinching of buds to promote bloom and to reduce fungus may be required.

G. Tree and Palm Pruning and Trimming

All pruning and trimming is to be in proportion to the dimensions of the tree / palm using horticultural sound principles. Pruning and trimming is to be performed during each service cycle, as needed to maintain the formal or informal character of the landscape as determined by the County representative. Trim or prune plant material to ensure unobstructed sidewalks, passageways, signs, furniture, curbs, bus bays, fences and

SECTION 3
TECHNICAL SPECIFICATIONS

windows. 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 or as directed by the County representative. Included in this section are of Seagrapes planted on slopes. Seagrapes are to be trimmed approximately two (2) times per year in order to maintain at a height of 4' to 6' feet from the ground, or as directed by MDAD's Landscape Architectural Services via work order at no extra cost. 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.

1. Pruning shall include the following:
 - a. Dead, dying or unsightly part of the tree (trunks, branches and limbs)
 - b. Remove sucker growth from base of the trees in which an exposed trunk character is desired
 - c. Branches that grow toward the center of tree
 - d. Crossed branches that may rub together
 - e. "V" crotches, if it does not ruin the appearance of the tree
 - f. Multiple leaders if the tree normally has only a single stem
 - g. Nuisance growth that interferes with view, traffic, sign age, walks, or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people
 - h. Shape top of small trees as needed

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.

H. Weeds and Vine Control

Weeds 6 inches and taller shall be manually pulled by hand to remove the weed and its root system as well. No herbicide or other means is allowed unless previously approved by the County representative.

Weeds less than 6 inches may be either manually removed by hand, including the root system, or treated with a chemical herbicide comprised of a pre and post emergent. The County representative may restrict the use of chemical or mechanical weed control in certain areas. Weeds treated with herbicides must be removed after they are dead / brown or as directed by the County representative.

Weed and vine control shall be performed on mulch rings mulch beds, mulch strips, decorative rock beds, trees, palms, tree and palm trunks, shrubs, hedges, ground cover beds, sod areas, building joints, building expansion joints, building roofs and overhangs, signs in paved areas, light poles in paved areas, guardrails in paved areas, inside drainage structures, and all paved and hard surface areas (i.e. roadways, roadway shoulders, roadway ramps and access roads, roadway retaining walls, retaining walls, roadway slope projection areas, bridges, sidewalks, sidewalk ramps and steps, parking areas, parking ramps, parking access roads, along and through fences and gates, seating areas, bus stop areas, loading docks, curb and gutters, pavement joints, pavement expansion joints, pavement cracks, fueling facility areas, vehicle wash areas, drainage structures, valve covers, utility slabs and paved canal banks.)

SECTION 3
TECHNICAL SPECIFICATIONS

When chemicals are used to control weeds, use an approved herbicide that will kill the weed roots. For additional information link to: www.epa.gov/pesticides and www.freshfromflorida.com/onestop/aea/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.

I. Pest and Disease Control

Vendor shall inspect all plant material a minimum of once a week for pests and diseases and file a written report bi-weekly with the County representative of the results no later than 9:00 AM each Monday. The report shall include the name of the plant material, name of the pest or disease, chemical to be used, method of application and schedule for application (initial and follow). Action for treating plant material with pest or disease shall be started as soon as possible and followed up with additional treatments as recommended. Only products approved by the Federal Environmental Protection Agency (EPA) and registered and approved by the State of Florida shall be used. For additional information link to: www.epa.gov/pesticides and www.freshfromflorida.com/onestop/aea/registration/html. Prior to the application of the chemical, the vendor shall submit to the County representative the product's label and Material Safety Data Sheet for approval of product. In addition, vendors are required to provide to the County representative proof of a valid 482 Pest Control Operator and /or 487 Pesticide Applicator licenses.

J. Leaf Removal

Remove all leaves and other landscape debris from the entire site including, but not limited to the turf areas, shrub and ground cover beds, mulch beds, brick and rock beds, canals, waterways, all around vehicles as well as between, in front and under vehicles and all paved areas (i.e. roadways, roadway shoulders, roadway ramps and access roads, roadway slope projection areas, bridges, sidewalks, sidewalk ramps and steps, parking areas, parking ramps, parking access roads, seating areas, bus stop areas, loading docks, curb and gutters, drainage structures, valve covers, utility slabs and paved canal banks).

K. Litter Pick-up

Litter pick-up shall be performed daily Monday through Friday, or five days a week which may include Saturday and /or Sunday, as directed by the County representative. Litter includes, but is not limited to debris, trash, garbage, rubbish, rocks and pebbles, pieces of asphalt, lime rock or concrete ½ inch or greater up to 75 lbs., landscape debris, fronds, limbs, tree and palm trunks, leaves, fruit droppings, vehicle motor parts, vehicle body parts, furniture including large pieces (i.e. mattresses, sofas), appliances, electronic products and parts, food product, animal solid waste product, animal caucuses, cigarette debris, gum wrapping paper, pallets and various materials and products made of, or a combination of, paper, cardboard, glass, plastic, - 15 -tyrofoam, metal, rubber, fabric, synthetic materials, wood, foam, cellophane, natural and synthetic stone, tile and clay materials. Pick-up days shall include local, County, State and Federal holidays when they occur on a scheduled pick-up day. Vendor shall be responsible to remove all litter which has collected around litter containers and dumpsters and as well as within enclosures for litter containers and

SECTION 3
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dumpsters. Daily litter pick-up shall be completed no later than 1:00 PM the day of the litter pick.

Pick-up includes the entire landscape area of each site including grass / turf, inside the shrub and ground cover beds and all vertical and horizontal paved and hard surfaces. Examples of vertical and horizontal paved and hard surfaces include, but are not limited to, roadways, roadway shoulders, roadway ramps, access roads, roadway slope projection areas, bridges, miscellaneous vehicular use areas, sidewalks, sidewalk ramps, steps, walkways, deck areas, pedestrian areas, surface parking areas, roof top parking areas, parking ramps, parking access roads, seating areas, bus stop areas, loading docks, curb and gutters, fueling facility areas, vehicle wash areas, drainage structures and canal banks. Also included is litter in trees, palms, fences and gates. No stock piling of collected litter shall be allowed on airport property. Vendor is responsible for removing and legally disposing on daily basis, off airport property, all collected debris, garbage, trash, litter, etc. resulting from the performance of this task. MDAD will not supply an area or facilities for handling, storage or disposal of such. No payment will be made for travel time to and from a site, or to the disposal site, as well as for any tipping fees for legal disposal. Normal litter pick-up shall be included in the service cycle costs for each site.

3.4 FERTILIZATION

A. Area

Fertilize all turf and lawn areas, ground covers, hedges, shrubs, trees and palms with a quality granular acid forming fertilizer having an analysis of 12-6-8, or MDAD approved equal. At least 50% of Nitrogen shall be derived from non-water soluble organic source and all potash to be derived from sulfate forms. The following minor trace elements shall be included: 2.2% ZnO, 4.0% MgO, 0.5% MnO, 0.25% CuO, 0.005% Fe₂O₃, and 0.1% B₂O₃.

B. Frequency

Fertilize three (3) times per year in March, June and October, or as directed by the County representative. Application rate shall be in accordance with the manufacturer's specifications.

C. Product Approval

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

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: <http://www.freshfromflorida.com/onestop/aes/fertilizer.html>.

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

D. Composition and Quality

SECTION 3
TECHNICAL SPECIFICATIONS

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. All fertilizer shall comply with the State of Florida fertilizer laws.

3.5 MULCHING

All wood mulch shall be refreshed with a complete new layer of mulch bi-annually, once every six months, unless directed not to by the County representative, in writing. The vendor shall have a maximum of 21 calendar days to complete this task from the date the County representative orders the bi-annual task to start, unless an extension of time for mulching is approved, in writing.

Vendor shall maintain mulch rings extending approximately 18" to 48" inches from the trunk of trees and palms, depending on their size and surface roots. Mulch will be applied a minimum depth of 2 inches. Maintain a strip extending approximately twelve (12") to 36 inches, from the outside edge of all hedge, shrub material and ground cover beds apply mulch to a minimum depth of two (2") inches. Do not mulch strips along decorative rock beds.

Use only red mulch product certified by the Mulch and Soil Council. For more information link to: www.mulchandsoilcouncil.org. Evidence of certification shall be provided prior to each application, or (2) written certification from an independent testing laboratory that the red mulch product has average values for copper, chromium and arsenic below 10 ppm. Evidence of certification shall be provided prior to each application.

3.6 EMERGENCY LITTER / TRASH PICK-UP AND REMOVAL

The work under this item consists of pick-up and disposal of litter and trash similar in scope to litter pick-up requirement on each service cycle. This emergency litter pick-up requires a three (3) men crew, including all necessary equipment to pick-up and legally dispose litter and trash similar in scope to the service cycle requirement. No separate payment will be made for travel time to and from the site, (or to the disposal site) as well as for any tipping fees for legal disposal of debris. Vendors shall provide an hourly rate for a three (3) men crew in Section 4, Bid Submittal Forms.

3.7 ADDITIONAL WATERING SERVICES

Vendor shall provide supplemental watering to landscape areas with or without irrigation, and to containerized plants and planters located in the landscape where irrigation is either non-existent or insufficient and where no source of water is within easy reach of a hose bib (more than 100 ft.) The minimum equipment requirement is One (1) water truck/tanker and operator with a minimum water holding capacity of 2,000 gallons. Truck/tanker must be equipped with a pump for producing pressurized water flow and one (1) hose, fifty (50) ft. long and a two (2) in. discharge, minimum. Vendor shall provide a unit price for this service in Section 4, Bid Submittal Form. MDAD will provide water, if needed.

3.8 ADDITIONAL SERVICES

Additional services shall constitute additional frequency of all tasks covered in Section 3, as well as any and all landscape related tasks that are not covered in Section 3. When additional services are required, the awarded vendor for the affected sites shall charge the hourly labor rate per person as submitted in Section 4, Bid Submittal Form

SECTION 3
TECHNICAL SPECIFICATIONS

3.9 IRRIGATION INSPECTION AND REPAIRS

Damaged irrigation sprinklers will be repairs by the vendor. Before performing each service cycle, the vendor shall notify the County representative via fax a report of all damaged and/or malfunctioning irrigation discovered per site. The vendor shall be responsible, at no cost to MDAD, for the immediate repair or replacement, at MDAD's discretion, of all damages to the irrigation system, as determined by MDAD's inspection after the Vendor's performance on each area. Until the damage is corrected, temporary means shall be employed by the vendor to water, as necessary, any plant material which will not be watered by the irrigation system as a result of the damages or malfunction.

3.10 VENDOR'S DAILY WORK REPORT FORM:

Vendor shall complete a Daily Work Report by site, per day. This form shall be submitted by no later than 9:00 AM next day after work is performed to County representative via fax. The County representative will provide the Daily Work Report form to the vendor.

3.11 INSPECTIONS / QUALITY CONTROL

Vendor shall perform inspections, and quality control, on a weekly basis and report findings to the County representative. Vendor shall also attend weekly inspections / quality control with the County representative.

3.12 IDENTIFICATION, UNIFORMS AND VEHICLES

All vendor personnel performing services under a contract resulting from this Invitation to Bid 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 cars, trucks, vans, carts, trailers, tractors, tanks, etc.), shall be clearly identified with the company name both sides and must be legible at minimum of fifty (50) ft. away during daylight hours. Magnetic signs will be acceptable.

3.13 PARKING

All Vendor employees have the option of parking personal vehicles in: (a.) various parking garages, for a fee, non-reimbursable by MDAD, or (b) the employee parking lot, for a fee, non-reimbursable by MDAD. The Vendor shall provide transportation for all their employees to and from the work sites, while working under this contract.

SECTION 4
 BID SUBMITTAL FOR:

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price</u>
1.	30 cycles	Building 845 and Parking Lot	\$
1a.	3 cycles	Fertilization as per Paragraph 3.5	\$
1b.	2 cycles	Mulching as per Paragraph	\$
2.	30 cycles	North Side Fire Station & Parking Lot	\$
2a.	3 cycles	Fertilization as per Paragraph 3.5	\$
2b.	2 cycles	Mulching as per Paragraph	\$
3.	30 cycles	Buildings 860, 863,861, 862, 77, 74,46, 870, 871, 88, 874, 875, 45 including Parking Lots for all Buildings	\$
3a.	3 cycles	Fertilization as per Paragraph 3.5	\$
3b.	2 cycles	Mulching as per Paragraph	\$
4.	30 cycles	Buildings 87, 42, 885, 887, 888, 881, 35A, 883, 884, 882, 889, 36, 28, 890, 891, 896, 95, 900C, 900, 900A, 900B, 906, 6, 907, 898 including Parking Lots for all Buildings	\$
4a.	3 cycles	Fertilization as per Paragraph 3.5	\$
4b.	2 cycles	Mulching as per Paragraph	\$
5.	12 cycles	36 th Street South Side from 57 th to 42 nd Avenue	\$
5a.	3 cycles	Fertilization as per Paragraph 3.5	\$
5b.	2 cycles	Mulching as per Paragraph	\$
6.	12 cycles	36 th Street Median from 57 th to 42 nd Avenue	\$
6a.	3 cycles	Fertilization as per Paragraph 3.5	\$
6b.	2 cycles	Mulching as per Paragraph	\$
7.	30 cycles	Contractor Employee Parking Lot off 36th Street	\$
7a.	3 cycles	Fertilization as per Paragraph 3.5	\$
7b.	2 cycles	Mulching as per Paragraph	\$
8.	30 cycles	Building 5A Parking Lot and Entrance	\$
8a.	3 cycles	Fertilization as per Paragraph 3.5	\$
8b.	2 cycles	Mulching as per Paragraph	\$
9.	30 cycles	42nd Avenue from 36th Street to Tamiami Canal	\$
9a.	3 cycles	Fertilization as per Paragraph 3.5	\$
9b.	2 cycles	Mulching as per Paragraph	\$
10.	30 cycles	Parcels west of State Road 112 and Anthony Abraham Drive	\$
10a.	3 cycles	Fertilization as per Paragraph 3.5	\$
10b.	2 cycles	Mulching as per Paragraph	\$
11.	30 cycles	Central Boulevard	\$
11a.	3 cycles	Fertilization as per Paragraph 3.5	\$
11b.	2 cycles	Mulching as per Paragraph	\$

SECTION 4
 BID SUBMITTAL FOR:

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price</u>
12.	30 cycles	Central Collection Plaza	\$
12a.	3 cycles	Fertilization as per Paragraph 3.5	\$
12b.	2 cycles	Mulching as per Paragraph	\$
13.	30 cycles	Park 6 Future Site	\$
13a.	3 cycles	Fertilization as per Paragraph 3.5	\$
13b.	2 cycles	Mulching as per Paragraph	\$
14.	30 cycles	Central Chiller Plant	\$
14a.	3 cycles	Fertilization as per Paragraph 3.5	\$
14b.	2 cycles	Mulching as per Paragraph	\$
15.	104 cycles	Terminal Upper Drive Median	\$
15a.	3 cycles	Fertilization as per Paragraph 3.5	\$
15b.	2 cycles	Mulching as per Paragraph	\$
16.	30 cycles	Bus Loop / Lower Drive at the Terminal	\$
16a.	3 cycles	Fertilization as per Paragraph 3.5	\$
16b.	2 cycles	Mulching as per Paragraph	\$
17.	104 cycles	Gardens of Terminal Upper Drive	\$
17a.	3 cycles	Fertilization as per Paragraph 3.5	\$
17b.	2 cycles	Mulching as per Paragraph	\$
18.	30 cycles	Dolphin and Flamingo Garages Ground Level	\$
18a.	3 cycles	Fertilization as per Paragraph 3.5	\$
18b.	2 cycles	Mulching as per Paragraph	\$
19.	30 cycles	Bus Access Road	\$
19a.	3 cycles	Fertilization as per Paragraph 3.5	\$
19b.	2 cycles	Mulching as per Paragraph	\$
20.	30 cycles	Concourse A Parking Lot	\$
20a.	3 cycles	Fertilization as per Paragraph 3.5	\$
20b.	2 cycles	Mulching as per Paragraph	\$
21.	30 cycles	Taxi Lot	\$
21a.	3 cycles	Fertilization as per Paragraph 3.5	\$
21b.	2 cycles	Mulching as per Paragraph	\$
22.	30 cycles	Old Building 3025 Site and Parking Lot	\$
22a.	3 cycles	Fertilization as per Paragraph 3.5	\$
22b.	2 cycles	Mulching as per Paragraph	\$
23.	30 cycles	Central Base	\$
23a.	3 cycles	Fertilization as per Paragraph 3.5	\$
23b.	2 cycles	Mulching as per Paragraph	\$

**SECTION 4
BID SUBMITTAL FOR:**

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price</u>
25.	30 cycles	Nursery at Mac Laughlin Road	\$
25a.	3 cycles	Fertilization as per Paragraph 3.5	\$
23b.	2 cycles	Mulching as per Paragraph	\$
26.	30 cycles	Fuel Storage Facility (outside fence)	\$
26a.	3 cycles	Fertilization as per Paragraph 3.5	\$
26b.	2 cycles	Mulching as per Paragraph	\$
27.	12 cycles	Southeast Gate	\$
27a.	3 cycles	Fertilization as per Paragraph 3.5	\$
27b.	2 cycles	Mulching as per Paragraph	\$
28.	30 cycles	Fire Service Road to Canal from 21st to Mac Laughlin	\$
28a.	3 cycles	Fertilization as per Paragraph 3.5	\$
28b.	2 cycles	Mulching as per Paragraph	\$
29.	30 cycles	Building 3074	\$
29a.	3 cycles	Fertilization as per Paragraph 3.5	\$
29b.	2 cycles	Mulching as per Paragraph	\$
30.	30 cycles	Contractor Lot, MDAD Gas Station, Bus Lim0oLot Dispatch	\$
30a.	3 cycles	Fertilization as per Paragraph 3.5	\$
30b.	2 cycles	Mulching as per Paragraph	\$
31.	30 cycles	20th Street from Terminal to Building 3074	\$
31a.	3 cycles	Fertilization as per Paragraph 3.5	\$
31b.	2 cycles	Mulching as per Paragraph	\$
32.	30 cycles	Building 3050 & Parking Lot	\$
32a.	3 cycles	Fertilization as per Paragraph 3.5	\$
32b.	2 cycles	Mulching as per Paragraph	\$
33.	30 cycles	South Perimeter Road from 22nd Street to 57th Avenue	\$
33a.	3 cycles	Fertilization as per Paragraph 3.5	\$
33b.	2 cycles	Mulching as per Paragraph	\$
34.	30 cycles	CSX Railroad from 42nd Avenue to 57th Avenue	\$
34a.	3 cycles	Fertilization as per Paragraph 3.5	\$
34b.	2 cycles	Mulching as per Paragraph	\$
35.	30 cycles	Employee Parking Lot	\$
35a.	3 cycles	Fertilization as per Paragraph 3.5	\$
35b.	2 cycles	Mulching as per Paragraph	\$

SECTION 4
 BID SUBMITTAL FOR:

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price</u>
36.	30 cycles	Parcel between Blue Lagoon and 45th Avenue	\$
36a.	3 cycles	Fertilization as per Paragraph 3.5	\$
36b.	2 cycles	Mulching as per Paragraph	\$
37.	30 cycles	Dry Pond South of Employee Parking Lot	\$
37a	3 cycles	Fertilization as per Paragraph 3.5	\$
37b.	2 cycles	Mulching as per Paragraph	\$
38.	30 cycles	Employee Bus Shuttle Facility	\$
38a	3 cycles	Fertilization as per Paragraph 3.5	\$
38b.	2 cycles	Mulching as per Paragraph	\$
39.	12 cycles	12th Street Drive from 42nd Avenue to 45th Avenue	\$
39a.	3 cycles	Fertilization as per Paragraph 3.5	\$
39b.	2 cycles	Mulching as per Paragraph	\$
40.	12 cycles	57th Avenue and South Perimeter Road Intersection	\$
40a.	3 cycles	Fertilization as per Paragraph 3.4	\$
40b.	2 cycles	Mulching as per Paragraph	\$
41.	12 cycles	State Road 112 Ramp Parcel	\$
41a.	3 cycles	Fertilization as per Paragraph 3.4	\$
41b.	2 cycles	Mulching as per Paragraph	\$
42.	30 cycles	Jai Alai Site – 6 ft. in from fence and outside fence to roadway edge	\$
42a.	3 cycles	Fertilization as per Paragraph 3.4	\$
42b.	2 cycles	Mulching as per Paragraph	\$
43.	30 cycles	Miami Springs Airport Property and Right-of-Way	\$
43a.	3 cycles	Fertilization as per Paragraph 3.4	\$
43b.	2 cycles	Mulching as per Paragraph	\$
44.	52 cycles	Annual Flowerbeds	\$
44a.	3 cycles	Fertilization as per Paragraph 3.4	\$
44b.	2 cycles	Mulching as per Paragraph	\$
45.	30 cycles	Concourse D Atrium located at the Main Terminal Building 300	\$
45a.	3 cycles	Fertilization as per Paragraph 3.4	\$
45b.	2 cycles	Mulching as per Paragraph	\$
46.	30 cycles	Lejune from Tamiami Canal to SE 836	\$
46a.	3 cycles	Fertilization as per Paragraph 3.4	\$
46b.	2 cycles	Mulching as per Paragraph	\$

SECTION 4
 BID SUBMITTAL FOR:

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Locations</u>	<u>Unit Price</u>
47.	30 cycles	North Terminal Development – Regional Comm Facilities, Building 3000 MIA	\$
47a	3 cycles	Fertilization as per Paragraph 3.4	\$
47b.	2 cycles	Mulching as per Paragraph	\$
48.	480 hours	Emergency Litter/Trash Pickup and removal as Paragraph 3.6	\$
49.	350 hours	Additional Watering Service as per Paragraph 3.7	\$
50.	100 hours	Additional Services per Paragraph 3.6	\$
Total: Items 1 through 50:			

**SECTION 4
 BID SUBMITTAL FOR:**

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

Minimum Requirements	
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 2.6.1 Facility information	Company Name: _____ Street Address: _____ Telephone No.: _____ Fax: _____ E-mail Address: _____
Section 2, Paragraph 2.6.2 Project Manager / Supervisor Information	Project Manager Name: _____ Cellular No: _____ Supervisor Name: _____ Cellular No: _____
Section 2, Paragraph 2.6.3 Arborist information	Arborist Name: _____ Attach a copy of the certification.
Section 2, Paragraph 2.6.4 Florida Structural Pest Control Law Chapter 482	Pest Control Operator Firm Name: _____ Certified Operator Name: _____ Attach a copy of both licenses.
Section 2, Paragraph 2.6.5 Florida Pesticide Law Chapter 487	Pesticide Applicator Name: _____ Attach a copy of the license.

**SECTION 4
BID SUBMITTAL FOR:**

Grounds Maintenance for the Miami-Dade Aviation Department

FIRM NAME: _____

Minimum Requirements	
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	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.
Reference No. 1	Company Name: _____ Contact Person: _____ Title: _____ Street Address: _____ Contact Person Telephone No.: _____ E-mail Address: _____
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 4
BID SUBMITTAL FOR:
Grounds Maintenance for the Miami-Dade Aviation Department

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: _____



Bid Title: **Grounds Maintenance for the Miami-Dade Aviation Department**

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 Vendor. 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?

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.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed) FORM 100

Walters, Vivian (RER)

From: Bonilla, Lina (ISD)
Sent: Wednesday, September 05, 2012 11:21 AM
To: Walters, Vivian (RER)
Subject: FW: Scanned from MFP-07104596 09/05/2012 11:18
Attachments: DOC090512.pdf; DBD DEPARTMENT INPUT EMERGENCY.doc

Hi Vivian,

Attached is the revised DBD form and the input document from Aviation justifying the emergency. Thanks

Lina

-----Original Message-----

From: E-755 Scanner [mailto:dpm_scanner@miamidade.gov]
Sent: Wednesday, September 05, 2012 2:19 PM
To: Bonilla, Lina (ISD)
Subject: Scanned from MFP-07104596 09/05/2012 11:18

Scanned from MFP-07104596.

Date: 09/05/2012 11:18

Pages:2

Resolution:300x300 DPI

Walters, Vivian (RER)

From: Bonilla, Lina (ISD)
Sent: Wednesday, September 05, 2012 11:04 AM
To: Walters, Vivian (RER)
Attachments: DBD DEPARTMENT INPUT EMERGENCY.doc; Emergency 3.docx

Hi Vivian,

Attached are two documentation for your review. This is an emergency purchase for the Aviation Department.

Thank you,

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

"Delivering Excellence Every Day"