

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**  
**Sustainability, Planning & Economic Enhancement Department**  
**Small Business Development Division**

**New contract**   
  **OTR**   
  **CO**   
  **SS**   
  **BW**   
  **Emergency**   
 Previous Contract/Project No: 1182-0/13

**Re-Bid**   
  **Other**   
 LIVING WAGE APPLIES: \_\_\_ YES \_\_\_ NO

Requisition/Project No: RQID1300180      Term of Contract: 5 Years      N/A Options-to-renew

Requisition/Project Title: Termite Control Services - Prequalification

Description: Used by all County Departments for termite control services.

User Department(s): AV, CA, CO, CR, FR, ISD, PR, LB, MT, PW, SP, WS, HD  
 Issuing Department: Procurement      Contact Person: Denis Chung      Phone: 305-375-3904  
 Estimated Cost: \$346,000      Funding Source: \_\_\_\_\_

**ANALYSIS**

Commodity/Service No: <u>910-59</u>		SIC:
<b>Trade/Commodity/Service Opportunities</b>		
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History		
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>
<b>Contractor:</b>	<b>(Multiple)</b>	
<b>Small Business Enterprise:</b>		
<b>Contract Value:</b>		
<b>Comments:</b>		
Continued on another page (s): ___ Yes ___ No		

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

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RECEIVED  
 DEPT. BUSINESS DEV.  
 2013 AUG 14 PM 12:56

Signed: Denis Chung

Date to SPEED-SBD: 8/14/2013

Date Returned to ISD-PM: \_\_\_\_\_



BID NO.:

OPENING: 2:00 P.M.

, 2013

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**TERMITE CONTROL SERVICES – PREQUALIFICATION**

**FOR INFORMATION CONTACT:**

Denis Chung, 305-375-3904, [HCDC@miamidade.gov](mailto:HCDC@miamidade.gov)

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **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:** Termite Control Services - Prequalification

**Procurement Officer:** Denis Chung, CPPB

**Bids will be accepted until 2:00 p.m. on \_\_\_\_\_, 2013**

**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

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable general terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the following link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-3.pdf>

SECTION 2  
SPECIAL CONDITIONS

TERMITE CONTROL SERVICES - PREQUALIFICATION

2.1 **PURPOSE:**

The purpose of this solicitation is to establish a prequalified bidder pool contract for Miami-Dade County to purchase termite control services when needed.

2.2 **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 Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for (5) five years, and upon completion of the expressed and/or implied warranty periods.

2.3 **METHOD OF AWARD:**

Award of this contract will be made to all responsive, responsible bidders who meet the minimum qualifications as set forth in this solicitation.

MINIMUM QUALIFICATIONS

- A. All bidders shall provide the County a copy of its current pest control business license issued by the State of Florida.
- B. All bidders shall provide evidence of being continuously in business for the five (5) years preceding bid opening. (e.g. Local Business Tax Receipts [formerly known as occupational licenses]; corporate tax returns; etc.).
- C. All bidders shall provide the County a copy of the certification for its employed pest control operator issued by the State of Florida in the category of Termite and Other Wood-Destroying Organisms Control.

**NOTE:** Qualification requirements of A, B, and C above pre-qualify bidders for **spot treatment for drywood and subterranean termite control only**.

- D. Bidders who wish to be pre-qualified in **Treatment Service: General Fumigation for drywood termite control**, shall provide in addition to the qualification requirements of A, B, and C above:
  - 1) a copy of the certification for its employed pest control operator issued by the State of Florida for the category of Fumigation
  - 2) a minimum of three (3) commercial references of companies to which it has provided said service for at least twelve months preceding the time of bid opening.

**NOTE:** Bidders who are awarded as pre-qualified in Treatment Service: General Fumigation for drywood termite control in large buildings **greater than 600,000** cubic feet, **shall also be awarded as pre-qualified** for the general fumigation treatment of small buildings **less than 600,000** cubic feet.

**SECTION 2  
SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

- E. Bidders who wish to be pre-qualified in **Treatment Service: Total and Partial treatment for Subterranean termite control** shall provide, in addition to the qualification requirements of A, B, and C above, a minimum of three (3) commercial references of companies to which it has provided said service for at least twelve months preceding the time of bid opening.

Required documents omitted in a bidder's bid submittal may be requested during evaluation. Available information, or lack thereof, will be used by the County to determine a responsive bidder, and as evidence of meeting the minimum qualifications for specific treatment services.

**2.4 INDEMNIFICATION AND INSURANCE: (MDAD)**

In addition to the requirements outlined in Section 1.21, the following is required by the **Miami-Dade Aviation Department**:

- a. Commercial General Liability Insurance in an amount not less than one million (\$1,000,000) 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.**
- b. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

**NOTE:** Contractors will not be permitted on the Miami International Airport's **Aircraft Operating Airside (AOA) without increasing automobile coverage to \$5 million.** Only vehicles owned or leased by a company will be authorized for the AOA. Vehicles owned by individuals will not be authorized. A \$1 million limit applies to all other MDAD airports.

**2.5 CONTACT PERSON:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Denis Chung at (305) 375-3904, email – [hcdc@miamidade.gov](mailto:hcdc@miamidade.gov)

**2.6 AVAILABILITY OF CONTRACT TO COUNTY DEPARTMENTS**

Any County department or agency may avail itself to the resultant contract of this solicitation and the governing terms and conditions established herein.

**2.7 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised by the contractor at all times for the protection of persons and property. All contractors and sub-contractors shall conform to all Occupational Safety and Health Administration (OSHA), State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by person, or when deemed necessary by the County Project Manager.

**2.8 COMPLIANCE WITH FEDERAL STANDARDS**

The bidder shall provide all services purchased in conjunction with the resultant contract shall

**SECTION 2**  
**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the United States Environmental Protection Agency (EPA), and the Florida Departmental of Agriculture and Consumer Services.

**2.9 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

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

**2.10 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 bidder through the Department of Permitting, Environment and Regulatory Affairs, 701 NW 1<sup>st</sup> Street, Miami, FL 33130, Telephone (305) 372-6789.

**2.11 LICENSES, PERMITS AND FEES**

The bidder 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 bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

**2.12 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will commence spot market procedures as required.

The County reserves the right to acquire the similar services through a separate solicitation.

**2.13 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**2.14 HUD SECTION 3 REQUIREMENT FOR MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (MDPHCD) PROJECTS**

This contract is a HUD Section 3 covered activity for Miami-Dade Public Housing and Community Development (MDPHC). HUD Section 3 requires that job training, employment and contracting opportunities be directed toward low and very low income persons and to

**SECTION 2**  
**SPECIAL CONDITIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

businesses that provide economic opportunities to those persons.

All Bidders are required to execute and submit Document 00400, "Section 3, Economic Opportunity and Affirmative Marketing Plan (Plan)", with its bid submittal – see Appendix B. An executed Plan document is the Bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each MDPHCD project award, to (a) meet HUD Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDPHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDPHCD awards, and (b) meet HUD Section 3 subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted). Questions regarding HUD Section 3 Requirements may be faxed to MDPHCD Office of Compliance at (305) 643-1773.

**2.15 MIAMI-DADE HOUSING EXEMPTION TO CERTAIN CLAUSES**

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Public Housing Community Development (MDPHCD). As a Federally-funded agency, the following clauses within this solicitation do not apply to that Department's allocation:

- Section 1, Paragraph 1.10 (Local Preferences),
- Section 1, Paragraph 1.27 (Office of the Inspector General),
- Section 1, Paragraph 1.35 (County User Access Program - UAP)
- Section 1, Paragraph 1.43 (Small Business Contract Measures).

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

**3.1 SCOPE**

Pre-qualified bidders shall provide treatment services for the eradication of termites in facilities as directed by the County in accordance with the provisions and specifications herein utilizing either of the following treatment methods: general fumigation, spot treatments, partial or total treatment for subterranean termites.

The County's Pest Control Manager will write the treatment limitations and define subterranean termite treatments for each spot market purchase. The procedure which provides long-term termite eradication and maximum economy for the County may be selected.

The bidder shall furnish all labor, materials, equipment, supervision, permits, etc. necessary to provide gas fumigation, spot treatments, partial or total subterranean treatments. Sub-contracting is prohibited for any procedure of termite control in conjunction with the resultant contract.

**3.2 WORK ORDER PROCEDURES**

The County will initiate spot market purchases on an as-needed basis with the issuance of a work order to the pre-qualified bidder(s) for a specific treatment service.

The bidder may be consulted for the procedure which will eliminate the termite infestation with minimal disruption to County business and at the least expense to the County. The Project Manager will ultimately determine the material quantities and/or specifications for each spot market purchase. The work order will include the location, description and plans, if necessary, covering the scope of work to be completed. For purposes of identification and payment, each work order will be uniquely numbered and dated.

The solicited bidder(s) shall supply the Project Manager/issuer with a written response within the time frame stipulated in the work order. If multiple bidders are solicited, the County will select the lowest offered price. If a single proposal is received out of multiple bidders solicited or a single bidder solicited, the price proposal may be accepted with or without prior price negotiations between the County and the bidder. The County reserves the right to reject any and all proposals based on price or other reasons, to waive irregularities or technicalities, and to re-solicit for all or any part of the work order as deemed in its best interest.

The work order may direct the bidder to commence work on a certain day and may specify the amount of time allotted for completion of service. All service dates and times covered by a work order constitute a service treatment schedule.

The bidder shall be authorized to commence services upon receipt of a purchase order from an authorized County representative.

**3.3 COORDINATION**

The awarded bidder shall coordinate with the County departmental or facility manager of the infested site and the Pest Control Manager for all requests for services to control a termite infestation in a facility. Unless otherwise stated or not required, within one week of an issued purchase order for a work order, the awarded bidder shall arrange and conduct an inspection or schedule an appointment to conduct an inspection of the infested site. Inspection reports,

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

graphs, etc. that results from the inspection findings shall be submitted to the Pest Control Manager and become part of the record of treatment. After the inspection, the bidder shall establish an agreeable schedule for completion of the termite control procedure.

Failure of the bidder to submit inspection reports, graphs, and other required documents for treatment records and failure to properly coordinate with the Pest Control Manager may result in a reduced selection for participation in spot market purchases for the bidder.

**3.4 GENERAL FUMIGATION**

**A. PROCEDURE**

A thorough inspection shall be performed by the bidder to determine the extent of an infestation. It is highly recommended that the bidder providing treatment services utilizing general fumigation methods be a participant in the Dow Agro Sciences Commitment to Excellence<sup>SM</sup> (CTE) Program. The bidder shall use only Vikane® gas fumigant manufactured by Dow Agro Sciences.

Vikane® fumigation shall be accomplished by the bidder in strict accordance with the Dow Fumigation manual, product label instructions, and with best industry practice. Normal gas exposure period will be twenty (20) to twenty-four (24) hours.

Should it is determined by the Pest Control Manager that an accelerated fumigation is in the best interest of the County, bidders must be prepared to accommodate this need.

Often, multiple tenants or Departments use a single facility. The bidder must provide signature proof that all Departments and tenants of a fumigation site have been issued hard copies of safety precautions to be taken during the procedure, in time for them to properly prepare.

Gas fumigation methods are either by tenting or non-tent sealing. The Pest Control Manager shall authorize the non-tent sealing method in writing. Tenting shall be done completely by covering the building with gas proof tarpaulins, which shall be in excellent or good condition as determined by industry standards. Sealing shall be done by covering doors, windows, vents, etc. with vinyl coated tarpaulins or polyethylene plastic that is minimum 4 'mil' thickness. Standard industry practices for rendering a building sealed gas-tight shall be used.

For buildings in excess of 200,000 cubic feet the County shall require that gas concentrations be monitored with a fumiscope. The County requires one monitoring line/100,000 cubic feet to determine that equilibrium has been reached. A minimum of three reading shall be performed. The first is to determine that equilibrium has been reached. The second shall determine the actual half loss time so that needed adjustments may be made to insure sufficient ounce hours are achieved and termite mortality. A third and final reading shall be made to insure that gas tight conditions have been maintained throughout the exposure time.

A fumigation log form shall be submitted to the Pest Control Manager following each fumigation, which shall include monitoring specifications when monitoring is required.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

**B. GUARANTEE**

Upon completion of the fumigation termite control procedure, the bidder shall guarantee in writing that the building which has been treated for termites, to be free of such termites for no less than three (3) years. Upon notice from the Department, the facility manager or the Pest Control Manager, the bidder shall promptly provide such treatment as may be necessary for the elimination of drywood termite infestation during the guarantee period. Additional treatment made as a result of termite infestation prior to the expiration of the guarantee period shall be made at the expense of the bidder. The bidder is not responsible for the re-treatment of the building if it is determined that termite infested materials were brought into the site during the guarantee period. The County may negotiate a cost to renew the guarantee at its sole discretion.

For gas fumigations, the bidder shall also make a thorough inspection of the treated site, annually, within thirty (30) days prior to the anniversary of the treatment date.

If the Department renews the Work Order agreement, the bidder shall inspect the site thirty (30) days prior to the expiration of the renewal period, for every year of renewal.

The County Pest Control Manager shall be notified in writing one week prior to annual inspections and shall be provided the opportunity to participate in the inspections. Following each inspection the bidder shall provide the County a written report detailing the condition of the site with reference to drywood termite infestation.

**3.5 SPOT TREATMENTS**

**A. PROCEDURE**

Spot treatments for termite control may be utilized due to the need to operate certain critical sites on a constant basis, it is in the best economic interest of the County, or improved effectiveness. A spot treatment may be construed as a treatment other than a general fumigation and other than a total subterranean treatment.

Techniques may include isolating emergence holes, kick out holes and galleries and using a product approved for injection; injection of foams into wall voids, topical applications, etc.; or a combination of techniques. The limitation of treatment area will be set for each service. Limited or partial treatments for subterranean termites also fall under the treatment service of spot treatments. During the preparation stage of the work order scope, the Pest Control Manager may request recommendations from bidders or may require a specified treatment method in the work order be used. Best industry practices must be adhered to at all times in order to control residues, safety and conformity to label requirements.

Scheduling of work is at the convenience of the County and therefore the work will often be done outside normal operating hours, as mutually agreed on between the Project Manager and the bidder. A precise description of the work plan shall be submitted by the bidder to the Project Manager with each response to a Work Order, which will become a part of the record of the treatment.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

**B. GUARANTEE**

Spot treatments shall be guaranteed by the bidder for one year, unless otherwise stated by the County. Since spot treatments vary in probable effectiveness, some may be exempt from guarantee and some may have a two-year guarantee. The guarantee period will be specified as a part of the scope of work of the work order.

**3.5 TOTAL TREATMENT FOR SUBTERRANEAN TERMITES**

**A. PROCEDURE**

Treatment for subterranean termites shall start with a thorough inspection by the bidder of the infested site to determine the extent of the infestation, factors that may contribute to the presence of the infestation (i.e. plumbing leaks, excessive watering, etc.), infesting species, and treatment "hotspots" such as entry points or aerial nests.

Total subterranean treatments shall be provided by either performing a continuous chemical treated zone or barrier between the cellulose food source in the structure and soil inhabiting termites, or by employing the baiting and monitoring system. Where is determined to be necessary, supplemental treatments may be needed for colonies established above ground (aerial nests). Strict interpretation of label is to be adhered to in all applications.

Baiting and monitoring systems constitute a separate treatment option. When such a treatment is requested by the County, bidders shall submit treatment recommendations in strict conformity with highest industry standard and label requirements. A precise description of the work plan shall be submitted by the bidder to the Project Manager with each proposal and become a part of the record of treatment.

**B. GUARANTEE**

There shall be a three-year guarantee by the bidder for subterranean termite treatments in which the method of treatment is forming a continuous chemically treated zone or barrier in the soil. During the guarantee period treated structures shall remain termite free. The bidder is not responsible for above ground infestations that remain viable due to roof leaks, plumbing leaks, or other water sources.

Guarantee period for the baiting and monitoring option will be determined at the time of installation.

The bidder shall inspect treated sites annually, thirty days prior to the anniversary date of treatment and thirty days prior to the termination of the warranty period. A report of findings from each inspection shall be submitted to the Pest Control Manager, which becomes a part of the record of treatment.

The County Pest Control Manager shall be notified in writing one week prior to annual inspections and shall be provided the opportunity to participate in the inspections. Following each inspection, the bidder shall provide the County a written report detailing the condition of the site with reference to termite infestation. The report will become a part of the record of treatment. The County may negotiate a cost to renew the guarantee at its sole discretion.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**TERMITE CONTROL SERVICES - PREQUALIFICATION**

Evidence of active infestation of termites at any time after the completion of the work and within the warranty or renewal period shall constitute evidence of inadequate treatment. The bidder shall upon notification by the Department or the Pest Control Manager, retreat the site within one month. If notified by on site personnel, the bidder shall notify the Pest Control Manager of the requirement to retreat and the date of re-treatment. The bidder shall retreat at its expense.

When informed of an active infestation in a facility under guarantee, the bidder shall within ten working days coordinate with the County to inspect that facility and determine the proper action for re-treatment. If the bidder fails to re-treat within one month after notification, this guarantee shall include restoration of identifiable termite damage caused during the delay. Restoration shall be at no cost to the County.

**3.6 SAFETY**

Safety is the overall responsibility of the bidder. All necessary precautions to prevent injury shall be taken, including, but not limited to:

- A. Placement of warning signs in conformity to current Florida Department of Agriculture and Consumer Services (FDACS) Regulations
- B. The proper use of chloropicrin, as to amount, number of placements, use of correct pans and wickering material, etc.
- C. The proper clearance of the site for re-occupancy, using an approved detection device, which shall be calibrated in conformity to the most recent FDACS Regulations.
- D. Maintain sufficient self-contained breathing apparatuses (SCBA), a minimum of two at each treatment.
- E. Must keep a sufficient number of secondary locks.
- F. Sub-slab drilling equipment must be equipped with interrupter devices to prevent damage to plumbing pipes and electrical conduits.
- G. Where applicable residues must be cleaned up per label instruction.



SECTION 4  
BID SUBMITTAL FOR:

FIRM NAME: \_\_\_\_\_

1. Provide the following information regarding the bidder's contact information to be utilized in conjunction with services under the resultant contract.

Business address: \_\_\_\_\_

Full name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

2. Place an "X" in the column for any Treatment Service below to indicate the category/categories the bidder wishes to be qualified under for subsequent spot market purchases.

Treatment Services:

- \_\_\_\_\_ 1. General fumigation for drywood termite control in large buildings, **greater than** 600,000 cubic feet.
- \_\_\_\_\_ 2. General fumigation for drywood termite control in small buildings, **less than** 600,000 cubic feet.
- \_\_\_\_\_ 3. Spot treatment for drywood termite control.
- \_\_\_\_\_ 4. Partial treatment for subterranean termite control.
- \_\_\_\_\_ 5. Total treatment for subterranean termite control.
- \_\_\_\_\_ 6. Treatment of wood poles, posts and landscape ornamentation.

3. Place an "X" to indicate the bidder has executed and submitted Document 00400 with its Section 4 Bid Submittal Form, per Paragraph 2.14; HUD Section 3 Requirement

\_\_\_\_\_

SECTION 4  
BID SUBMITTAL FOR:

FIRM NAME: \_\_\_\_\_

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4. Place an "X" next to each requirement to indicate the bidder has submitted the documentation with its Section 4 Bid Submittal Form, per Paragraph 2.3; Minimum Qualifications.

- \_\_\_\_\_ A. All bidders shall provide the County a copy of its current pest control business license issued by the State of Florida.
- \_\_\_\_\_ B. All bidders shall provide evidence of presently being in the business of termite control and experience in the business of termite control for the past five (5) years from the time of bid opening, consecutively (e.g. Local Business Tax Receipts-formerly known as occupational licenses, corporate tax returns, etc.).
- \_\_\_\_\_ C. All bidders shall provide the County a copy of the certification for its employed pest control operator certified in the category of Termite and Other Wood-Destroying Organisms Control issued by the State of Florida.
- \_\_\_\_\_ D. Bidders who wish to be pre-qualified in **Treatment Service: General Fumigation for drywood termite control** must provide, in addition to the qualification requirements A, B, and C above:
  - \_\_\_\_\_ 1) a copy of the certification for its employed pest control operator certified in the category of Fumigation issued by the State of Florida, and
  - \_\_\_\_\_ 2) a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the year preceding the time of bid opening.
- \_\_\_\_\_ E. Bidders who wish to be pre-qualified in **Treatment Service: Total treatment for Subterranean termite control** must provide, in addition to the qualification requirements A, B, and C above, a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the year preceding the time of bid opening.

SECTION 4  
BID SUBMITTAL FOR:

FIRM NAME: \_\_\_\_\_

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**REFERENCES LIST:**

Per Paragraph 2.3.D, *Minimum Requirements*, bidders who wish to be pre-qualified in the **Treatment Service: General Fumigation for drywood termite control** must provide a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the year preceding the time of bid opening.

1. Commercial Customer Reference

Company Name: _____
Telephone Number: _____
Contact Person & Title: _____
Date/Period service was provided: _____
Approximate cubic footage: _____

2. Commercial Customer Reference

Company Name: _____
Telephone Number: _____
Contact Person & Title: _____
Date/Period service was provided: _____
Approximate cubic footage: _____

3. Commercial Customer Reference

Company Name: _____
Telephone Number: _____
Contact Person & Title: _____
Date/Period service was provided: _____
Approximate cubic footage: _____

SECTION 4  
BID SUBMITTAL FOR:

FIRM NAME: \_\_\_\_\_

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REFERENCES LIST:

Per Paragraph 2.3.E, *Minimum Requirements*, bidders who wish to be pre-qualified in **Treatment Service: Total and partial treatment for Subterranean termite control** must provide a minimum of three (3) commercial references of companies in which it has provided said service to successfully within the past year from the time of bid opening.

1. Commercial Customer Reference

Company Name: _____
Telephone Number: _____
Contact Person & Title: _____
Date/Period service was provided: _____
Approximate cubic footage: _____

2. Commercial Customer Reference

Company Name: _____
Telephone Number: _____
Contact Person & Title: _____
Date/Period service was provided: _____
Approximate cubic footage: _____

3. Commercial Customer Reference

Company Name: _____
Telephone Number: _____
Contact Person & Title: _____
Date/Period service was provided: _____
Approximate cubic footage: _____

SECTION 4  
BID SUBMITTAL  
Termite Control Services - Prequalification

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW 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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



**Bid Title:** Termite Control Services - Prequalification

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. **The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon bidder registration. Failure to register as a bidder 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) may render the bidder ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the bidder ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



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 1.35 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**



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : \_\_\_\_\_ Federal Employer Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

<p>1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code</p>	<p>6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code</p>
<p>2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(c)(2) of the County Code</p>	<p>7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (s) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</p>
<p>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code</p>	<p>8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code</p>
<p>4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</p>	<p>9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code</p>
<p>5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code</p>	<p>10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code</p>

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm	Date	
Address of Firm	State	Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_

by \_\_\_\_\_ He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

Signature of Notary Public	Serial Number
Print or Stamp of Notary Public	Notary Public Seal



