# DEPARTMENTAL INPUT

**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

- **New**
- **OTR**
- **Sole Source**
- **Bid Waiver**
- **Emergency**

**Contract No.**

**Previous Contract/Project No.:** IB8448-4/12-4

**Requisition No./Project No.:** RQPE1300002

**TERM OF CONTRACT:** 5 YEAR(S) WITH 0 YEAR(S) OTR

**Description:** To establish a contract for the purchase of Spoil Island Maintenance Services.

**Issuing Department:** ISD-Procurement

**Contact Person:** Ruth Laureano

**Phone:** 305 375-5765

**Estimate Cost:** $380,000.00

**Funding Source:**
- **GENERAL**
- **FEDERAL**
- **OTHER**
- **Proprietary**

## ANALYSIS

**Commodity Codes:** 988-56

Contract/Project History of previous purchases three (3) years

Check here if this is a new contract/purchase with no previous history.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>2&lt;sup&gt;ND&lt;/sup&gt; YEAR</th>
<th>3&lt;sup&gt;RD&lt;/sup&gt; YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Enterprise:</td>
<td>SBE Set-Aside</td>
<td>SBE Set-Aside</td>
</tr>
<tr>
<td>Contract Value:</td>
<td>$76,486</td>
<td>$76,486</td>
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</tbody>
</table>

**Comments:**

Continued on another page (s):  
- **YES**
- **X No**

## RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-aside</th>
<th>Sub-contractor goal</th>
<th>Bid preference</th>
<th>Selection factor</th>
</tr>
</thead>
</table>

**Basis of recommendation:**

**Signed by:**

**Date sent to SBD:**

**Date returned to DPM:**

Revised April 2005
MIA M I D A D E C O U N T Y , F L O R I D A

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

T I T L E:
SPOIL ISLAND MAINTENANCE SERVICES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:
BID DEPOSIT AND PERFORMANCE BOND: ...... N/A
CATALOGUE AND LISTS: ......................... N/A
CERTIFICATE OF COMPETENCY: ................. N/A
EQUIPMENT LIST: ................................ N/A
EXPEDITED PURCHASING PROGRAM (EPP): ... N/A
INDEMNIFICATION/INSURANCE: ................. SEE SECTION 2.0, PARA. 2.11
PRE-BID CONFERENCE/WALK-THRU: .......... SEE SECTION 2.0, PARA. 2.3
SMALL BUSINESS ENTERPRISE MEASURE: .... SEE SECTION 2.0, PARA. 2.2
SAMPLES/INFORMATION SHEETS: ............... N/A
MDPHASECTION 3: ................................ N/A
SITE VISIT/CONFIDAVIT: ........................ N/A
USER ACCESS PROGRAM: ........................ SEE SECTION 2.0, PARA. 2.21
WRITTEN WARRANTY: .............................. N/A
LIVING WAGE: ...................................... N/A

FOR INFORMATION CONTACT:
Ruth Laureano, Procurement Contracting Associate at 305-375-5765, or via e-mail at ruthl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:
• Read this entire document and handle all questions in accordance with Section 1, Paragraph 1.2(D).

• Failure to sign bid submittal form in section 4 will render your bid non-responsive.
INVITATION TO BID

Bid Number:

Title: Spoil Island Maintenance Services

Procurement Contracting Associate: Ruth Laureano

Bids will be accepted until 2:00 p.m. on Friday, November 9, 2012
At the:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

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 305-375-1530.

Instructions:
• The ISD/PM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
• Each Bid submitted shall have the following information clearly marked on the face of the envelope:
  The Bidder's name
  The Bidder's return address
  The Bid number
  The Bid opening date
  The title of the Bid
• All Sealed Informal Bids received time and date stamped by the Internal Services Department, Procurement Management Division (ISD/PM) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD/PM after the bid submittal deadline will be evaluated by ISD/PM, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.
• Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
• Failure to comply with the submittal instructions may result in your Bid not being considered for award.

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 VENDOR RESPONDING TO THIS SOLICITATION
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.

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 this 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 Stree, 19th Floor, Miami, FL 33128-1900, or telephone at 305-376-3111. County employees and board members wishing to do business with the County are referred to Section 211.11 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. 90-153, amending Section 2-8.10(2) of the County Code)

3. Miami-Dade Employment Drug-Free Workplace Certification
(Sec 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
(Sec 2-8.1 of the County Code)

7. Miami-Dade County Code of Business Ethics Affidavit
(Article 1, Section 2-8.10 and 2-11(b)(1) of the County Code through (6) and (8) 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
(Sec 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(6) 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

Pursuant to Section 2-1078 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.

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.
SECTION 1
GENERAL TERMS AND CONDITIONS

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 inquires or request for information shall be submitted to the procurement agent in writing and shall contain the requestor’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 clerkbo@miamidade.gov

2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders’ Responsibilities
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Failure 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/Implementing 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 dated at the rate of the contract amount 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 account owed to the Contractor. 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 requirements and be submitted on a separate Bid submittal marked “Alternate Bid.”

F. When there is a discrepancy between the unit prices and any
SECTION 1
GENERAL TERMS AND CONDITIONS

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-1574-98, the Director of IS/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 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 Program of the County User Access Program (UP) 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 implies 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 described 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-B.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. 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. the 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.

B. Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means the nerve center or the center of overall direction, control, and coordination of activities of the bidder. If the bidder has only one business location, such business location shall be its principal place of business.

C. If the Low Bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen
percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

D. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

E. At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2013; 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 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 services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and 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. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES
Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors (refer to the SubcontractorSupplier Listing Sub 100 form). In the event that the successful Bidder demonstrates to the County prior to award that this information is not reasonably available at that time, the successful Bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. As a condition of final payment under a contract, the successful Bidder shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor (refer to the Subcontractor Payment Report Sub 200 form at http://www.miamidade.gov/business/library/forms/subcontractors- payment.pdf).

1.17. 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.

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

1.19. 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.

1.20. 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.

1.21. 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 Stat.), 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 well as disclosed 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.

1.22. 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
1.23. 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."

1.24. 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/Implementing 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.

1.25. 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.

1.26. 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. 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 five 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.

1.27. 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.

1.28. 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.

1.29. 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 rectify and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The rejection or return of information pursuant to this clause may render a proposal non-responsive.

1.30. 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 HIPAA 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;
7. Making PHI available to Miami-Dade County for an accounting of disclosures;
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.

1.31. 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 the 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: i) 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

1.32. LOBBYIST CONTINGENCY FEES
A) In accordance with Section 2-11.16(e) 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.

1.33. 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.
2.1 **PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this solicitation is to establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

2.2 **SMALL BUSINESS CONTRACT MEASURES (Set-aside and Subcontractor goal)**

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs). The contract measure(s) applicable to this contract: SBE set-aside and 100% SBE Subcontractor goal.

2.3 **PRE-BID/PRE-OFFER CONFERENCE (RECOMMENDED):**

A pre-bid (for ITB actions) conference will be held on (Tuesday, November 20, 2012) at Stephen P. Clark Center in conference room no. 18-TBA to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

2.4 **TERM OF CONTRACT: FIVE (5) YEARS**

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 Procurement Management, 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 contract term.

2.5 **OPTION TO RENEW: INTENTIONALLY OMITTED**

2.6 **METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE**

Award of this contract will be made to three (3) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.
SECTION 2
SPECIAL CONDITIONS

Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 EXAMINATION OF SITE: INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED

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

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

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

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.
SECTION 2
SPECIAL CONDITIONS

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.

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, Paragraph 1.23 of the General Terms and Conditions.

2.12 **BID GUARANTY: INTENTIONALLY OMITTED**

2.13 **PERFORMANCE BOND: INTENTIONALLY OMITTED**

2.14 **CERTIFICATIONS: INTENTIONALLY OMITTED**

2.15 **METHOD OF PAYMENT: MONTHLY INVOICES**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

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
   - 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:**
SECTION 2
SPECIAL CONDITIONS

Failure to submit invoices in the prescribed manner will delay payment

VII. Invoices must include trash disposal receipt from Solid Waste Facilities (see Section 3, Paragraph 3.2.2 – Service). Invoices received without the required information will not be processed until proper documentation is received.

2.16 SHIPPING TERMS: INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ruth Laureano, at (305) 375-5765 email – ruthl@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

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

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

JOINT PURCHASE

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.
Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

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

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN’S BUSINESS PREFERENCE

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

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 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 Project Manager.

2.24 ADDITIONAL SERVICES/ISLANDS MAY BE ADDED OR DELETED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.
The County may determine to obtain price quotes for the additional facilities services from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

NOTE: Additional Services may be required due to unforeseen circumstances resulting from natural disasters such as hurricanes, tornados, etc.

2.25 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall 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 National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor 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 project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. 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 may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar 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 contract for default.

2.27 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.28 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 the Department of Regulatory and Economic Resources (RER) 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6922.

2.29 PRIMARY VENDOR DESIGNATION

While the method of award identified in Section 2.6 of the solicitation prescribes the method for determining the lowest responsive, responsible vendor, the County will award this
contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to perform the service or deliver the goods identified in this contract. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The County may also make award to the third lowest vendor as a tertiary vendor.

2.30 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.
3.1 **SCOPE OF WORK**

The contractor shall provide all equipment, supplies, labor and transportation necessary to clean and to pick-up all debris, garbage, trash and solid waste; except derelict vessels (abandoned boats). Bidders must clean the entire island listed per scheduled visit (see Section 3, Paragraph 3.2.1). Vendor is to provide trash receptacles every 100 feet along publicly used shorelines of the listed Islands. Bidder is to collect all trash and litter on the island in receptacles and document disposal of all refuse at a solid waste facility. All dump fees are paid by the bidder. **It is highly recommended bidders visit the islands to establish an understanding of the scope of work.** The contractor shall provide sufficient trash receptacles on each island to accommodate the public’s usage. Receptacles may be 30 to 55 gallon drums or garbage cans (without lids). Receptacles which are lost or damaged must be replaced on the next scheduled visit by the vendor. The County will not pay additional cost for the lost or damaged receptacles.

**NOTE:** See Attachment Figure 1 for Map of Islands

3.2 **SERVICES TO BE PROVIDED**

1. The Contractor shall service islands No. 1, 2, 3, 9, 10, 12, 15 and Flagler Memorial weekly (on Mondays). Islands 11, 13A, 13B and 14 shall be visited monthly (on the last Monday of the month).

   If a holiday falls on a Monday, awarded vendor must pick up all trash, garbage, debris, etc, on the Tuesday (following day).

   **NOTE:** *Holidays currently observed by Miami-Dade County are: New Year’s Day, Martin Luther King, Jr.’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.*

2. All trash, garbage, debris and solid waste collected must be removed from the islands and disposed of in a proper and legal manner by disposing of items collected at a Solid Waste Facility. All dump fees are paid by the Contractor. Upon disposing of refuse, contractor must obtain receipt (stating weight and/or amount of refuse), which must be attached to the monthly invoice.

   **NOTE:** *Contractor must attached copy of the trash disposal receipt from Solid Waste Facilities with invoices. Invoices received without the required information will not be processed until proper documentation is received.*

3. All trash transfer and temporary storage sites used for the above services will be identified and submitted to RER for approval prior to the execution of this contract. If a staging or temporary storage site is required for transferring the waste from the islands to an upland disposal location, the contractor shall own or coordinate with the owner or manager of the property(ies) used as temporary garbage storage/staging sites and provide documentation of such coordination/ownership to RER.

4. After services have been completed the attached checklist (see Section 3, Page 11) must be completed and submitted to RER Project Manager, Josh Mahoney at fax number 305-372-6659 or e-mail mahoni@miamidade.gov.
3.3 **EQUIPMENT**

The contractor must own or control a suitable motorized, shallow draft (2 ft. maximum while loaded) watercraft (i.e. water vessels, boat, trawlers, barges, etc.), a minimum of twenty-one (21) feet in length. (Size needed for effective services). The watercraft must have been inspected by the U.S. Coast Guard within the past twelve months and have been found to meet all requirements for that type and usage of vessel.

**NOTE:** Bidder must provide copy of the U.S. Coast Guard Vessel inspection report that will be used to provide services under this contract upon bid submittal. Failure to meet this requirement may result in bid being considered non-responsive. Bidder may be given an opportunity to comply during the evaluation stages.

3.4 **SCHEDULE**

In the event of non-compliance with the contract schedule, resulting from adverse weather or mechanical breakdown, the contractor will be required to notify the RER project manager, Josh Mahoney at (305) 372-6922, by phone or e-mail mahonJ@miamidade.gov immediately. Any variance to the schedule must be authorized by RER in writing prior to the requested change. Any additional work due to an emergency would not be a part of this contract.
# MIAMI-DADE COUNTY

## SECTION 3

**TECHNICAL SPECIFICATIONS**

**SPOIL ISLAND MAINTENANCE SERVICES**

## CHECKLIST

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<td></td>
<td><strong>Weekly Pick-up - Every Monday</strong></td>
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<tr>
<td>1.</td>
<td>Debris Collection for Island #1</td>
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<td>2.</td>
<td>Debris Collection for Island #2</td>
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<td>3.</td>
<td>Debris Collection for Island #3</td>
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<td>4.</td>
<td>Debris Collection for Island #9</td>
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<tr>
<td>5.</td>
<td>Debris Collection for Island #10</td>
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<tr>
<td>6.</td>
<td>Debris Collection for Island #12</td>
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<tr>
<td>7.</td>
<td>Debris Collection for Island #15</td>
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<tr>
<td>8.</td>
<td>Debris Collection for Flagler Memorial Island</td>
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<td></td>
<td><strong>Monthly Pick-Up - Last Monday of the Month</strong></td>
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<td>9.</td>
<td>Debris Collection for Island #11</td>
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<td>10.</td>
<td>Debris Collection for Island #13A</td>
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<tr>
<td>11.</td>
<td>Debris Collection for Island #13B</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Debris Collection for Island #14</td>
<td></td>
</tr>
</tbody>
</table>

Verified By: ___________________________  Date: _________________

Vendors Name: __________________________
Figure 1
Island Maintenance Locator Map

Map created May, 2007.
PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

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

Issued by: ISD/PM Date Issued: This Bid Submittal Consists of
Ruth Pages 13 through 17 &
Laureano Affidavits

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

Title:
SPOIL ISLAND MAINTENANCE SERVICES

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids.

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

DO NOT WRITE IN THIS SPACE

ACCEPTED HIGHER THAN LOW
NON-RESPONSIVE NON-RESPONSIBLE

DATE B.C.C. NO BID

ITEM NOS. ACCEPTED

COMMODITY CODE: 910-27, 910-39, 988-56

Procurement Contracting Associate Ruth Laureano

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

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.
4.1 PRICING
Bidders are to provide

<table>
<thead>
<tr>
<th>Item</th>
<th>Est Qty.</th>
<th>Description</th>
<th>Unit Price Per Week (52 visits per year)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #1</td>
<td>$___________ Per Week</td>
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<tr>
<td>2.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #2</td>
<td>$___________ Per Week</td>
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<tr>
<td>3.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #3</td>
<td>$___________ Per Week</td>
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<tr>
<td>4.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #9</td>
<td>$___________ Per Week</td>
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<tr>
<td>5.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #10</td>
<td>$___________ Per Week</td>
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<tr>
<td>6.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #12</td>
<td>$___________ Per Week</td>
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<tr>
<td>7.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #15</td>
<td>$___________ Per Week</td>
</tr>
<tr>
<td>8.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Flagler Memorial Island</td>
<td>$___________ Per Week</td>
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</tbody>
</table>

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<th>Item</th>
<th>Est Qty.</th>
<th>Description</th>
<th>Unit Price Per Month (12 visits per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #11</td>
<td>$___________ Per Month</td>
</tr>
<tr>
<td>10.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #13A</td>
<td>$___________ Per Month</td>
</tr>
<tr>
<td>11.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #13B</td>
<td>$___________ Per Month</td>
</tr>
<tr>
<td>12.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #14</td>
<td>$___________ Per Month</td>
</tr>
</tbody>
</table>

Included in this proposal is a copy of the Vessel Inspection Report for the Vessel that will be used to provide services under this contract. YES _____ NO _____
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: SPOIL ISLAND MAINTENANCE SERVICES

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 vendor 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 vendor 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 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.
**Affidavits and Legislation/ Governing Body**

<table>
<thead>
<tr>
<th>Affidavit/ Legislation</th>
<th>Section/ Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miami-Dade County Ownership Disclosure</td>
<td>Sec. 2-8.1 of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Employment Disclosure</td>
<td>County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Employment Drug-free Workplace Certification</td>
<td>Section 2-8.1.2(b) of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Disability Non-Discrimination</td>
<td>Article 1, Section 2-8.1.5 Resolution R162-00 amending R-385-93</td>
</tr>
<tr>
<td>Miami-Dade County Debarment Disclosure</td>
<td>Section 10.38 of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Vendor Obligation to County</td>
<td>Section 2-8.1 of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Code of Business Ethics</td>
<td>Article 1, Section 2-8.1(b) 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</td>
</tr>
<tr>
<td>Miami-Dade County Family Leave</td>
<td>Article V of Chapter 11 of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Living Wage</td>
<td>Section 2-8.9 of the County Code</td>
</tr>
<tr>
<td>Miami-Dade County Domestic Leave and Reporting</td>
<td>Article 8, Section 11A-69 11A-67 of the County Code</td>
</tr>
</tbody>
</table>

Printed Name of Affiant ___________________________________________________________________________
Printed Title of Affiant __________________________________________________________________________
Signature of Affiant _______________________________________________________________________________
Name of Firm _______________________________________________________________________________________
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 ___________________________ Expiration Date _____________________________
Notary Public Seal ___________________________________________________________________________________

Page 1 of 3

Revised 1/12/12
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_________________________________________  __________________________
Signature  Date
In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-80, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/ Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/ Subconsultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gender</td>
<td>Race/Ethnicity</td>
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<td>White</td>
<td>Black</td>
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<td>Hispanic</td>
<td>Asian/Pacific Islander</td>
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<td></td>
<td></td>
<td>Native American/Alaskan</td>
<td>Other</td>
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<td></td>
<td></td>
<td>Native American/Alaskan</td>
<td>Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/ Services to be Provided by Supplier</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
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</tbody>
</table>

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/ User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.

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

Signature of Bidder/Respondent

Print Name

Print Title

Date
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
SPOIL ISLAND MAINTENANCE SERVICES

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

BID DEPOSIT AND PERFORMANCE BOND: N/A
CATALOGUE AND LISTS: N/A
CERTIFICATE OF COMPETENCY: N/A
EQUIPMENT LIST: N/A
EXPEDITED PURCHASING PROGRAM (EPP): N/A
INDEMNIFICATION/INSURANCE: SEE SECTION 2.0, PARA. 2.11
PRE-BID CONFERENCE/WALK-THRU: SEE SECTION 2.0, PARA. 2.3
SMALL BUSINESS ENTERPRISE MEASURE: SEE SECTION 2.0, PARA. 2.2
SAMPLES/INFORMATION SHEETS: N/A
MDPHASECTION 3: N/A
SITE VISIT/AFFIDAVIT: N/A
USER ACCESS PROGRAM: SEE SECTION 2.0, PARA. 2.21
WRITTEN WARRANTY: N/A
LIVING WAGE: N/A

FOR INFORMATION CONTACT:
Ruth Laureano, Procurement Contracting Associate at 305-375-5765, or via e-mail at ruthl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- Read this entire document and handle all questions in accordance with Section 1, Paragraph 1.2(D).

- Failure to sign bid submittal form in section 4 will render your bid non-responsive.
INVITATION TO BID

Bid Number:

Title: Spoil Island Maintenance Services

Procurement Contracting Associate: Ruth Laureano

Bids will be accepted until 2:00 p.m. on Friday, November 9, 2012

At the:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

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 305-375-1530.

Instructions:
• The ISD/PM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
• Each Bid submitted shall have the following information clearly marked on the face of the envelope:
The Bidder’s name
The Bidder’s return address
The Bid number
The Bid opening date
The title of the Bid
• All Sealed Informal Bids received time and date stamped by the Internal Services Department, Procurement Management Division (ISD/PM) prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by ISD/PM after the bid submittal deadline will be evaluated by ISD/PM, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.
• Included in the sealed envelope or container submit an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.

• Failure to comply with the submittal instructions may result in your Bid not being considered for award.

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 VENDOR RESPONDING TO THIS SOLICITATION
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

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. 4th Street, 13th Floor, Miami, FL 33126, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at Miami-Dade County – Procurement Management - Vendor Services.

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 application 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 3-11.1 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/PDM), 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 reject its sole discretion, award to the lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PDM 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 provide 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 Affidavit 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(6)(2) of the County Code)

3. Miami-Dade Employment Drug-free Workplace Certification (Section 2-6.1.5(b) of the County Code)

4. Miami-Dade Disability and Non-discrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R192-00 Amending R-398-99)

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 2-8.1.10 and 2-11(c)(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 6, 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-738-79)

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(6) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PDM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individuals/vendor for services provided to Miami-Dade County
- To provide information to the vendor database that may be used for searching and sorting departmental records.


Pursuant to Section 2-1078 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.

C. PUBLIC ENTITY CRIMES

Pursuant to Section 267.133(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 2-11.10 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 for which the Bid Solicitation was prepared and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.

2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Please of ignorance by the Bidder of conditions that exist or that may exist not be acceptance 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/Implementing 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 time in 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 forms 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 (60) 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 payment 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 requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
F. When there is a discrepancy between the unit prices and any
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 within 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 extension 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 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 (JUP) 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 described 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. 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.
B. Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means the nerve center or the center of overall direction, control, and coordination of activities of the bidder. If the bidder has only one business location, such business location shall be its principal place of business.
C. If the Low Bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen
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.

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

1.19. 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.

1.20. 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.

1.21. 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. 297.055 Fla. Stat.), 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.

1.22. 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
1.23. 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."

1.24. 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 reprocurement cost shall be borne by the successful Bidder.

1.25. 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.

1.26. 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. 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.

1.27. 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.

1.28. 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.

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

1.30. 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;
7. Making PHI available to Miami-Dade County for an accounting of disclosures;
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.

1.31. 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.

1.32. LOBBYIST CONTINGENCY FEES
A) In accordance with Section 2-11.14(e) 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.
SECTION 1
GENERAL TERMS AND CONDITIONS

8) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent 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 forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.33. 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.
2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-aside and Subcontractor goal)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs). The contract measure(s) applicable to this contract: SBE set-aside and 100% SBE Subcontractor goal.

2.3 PRE-BID/PRE-OFFER CONFERENCE (RECOMMENDED):

A pre-bid (for ITB actions) conference will be held on (Tuesday, November 20, 2012) at Stephen P. Clark Center in conference room no. 18-TBA to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

2.4 TERM OF CONTRACT: FIVE (5) YEARS

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 Procurement Management, 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 contract term.

2.5 OPTION TO RENEW: INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED VENDORS IN THE AGGREGATE

Award of this contract will be made to three (3) responsive, responsible vendors who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the County may also make award to the third lowest vendor as tertiary if the primary and secondary vendors do not perform.
Award to multiple vendors is made for the convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

2.7 **PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 **EXAMINATION OF SITE:** INTENTIONALLY OMITTED

2.9 **EQUAL PRODUCT:** INTENTIONALLY OMITTED

2.10 **LIQUIDATED DAMAGES:** INTENTIONALLY OMITTED

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

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

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

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.
SECTION 2
SPECIAL CONDITIONS

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.

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, Paragraph 1.23 of the General Terms and Conditions.

2.12 **BID GUARANTY:** INTENTIONALLY OMITTED

2.13 **PERFORMANCE BOND:** INTENTIONALLY OMITTED

2.14 **CERTIFICATIONS:** INTENTIONALLY OMITTED

2.15 **METHOD OF PAYMENT:** MONTHLY INVOICES

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

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
   - 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:**
III. Invoices must include trash disposal receipt from Solid Waste Facilities (see Section 3, Paragraph 3.2.2 – Service). Invoices received without the required information will not be processed until proper documentation is received.

2.16 SHIPPING TERMS: INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ruth Laureano, at (305) 375-5765 email – ruthl@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

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

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

JOINT PURCHASE

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.
Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

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

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

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

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 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 Project Manager.

2.24 ADDITIONAL SERVICES/ISLANDS MAY BE ADDED OR DELETED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.
The County may determine to obtain price quotes for the additional facilities services from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County’s discretion.

NOTE: Additional Services may be required due to unforeseen circumstances resulting from natural disasters such as hurricanes, tornados, etc.

2.25 **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall 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 National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 **DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor 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 project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County’s project administrator, who may confirm all such verbal reports in writing. 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 may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar 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 contract for default.

2.27 **LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County’s Project Manager.

2.28 **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 the Department of Regulatory and Economic Resources (RER) 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6922.

2.29 **PRIMARY VENDOR DESIGNATION**

While the method of award identified in Section 2.6 of the solicitation prescribes the method for determining the lowest responsive, responsible vendor, the County will award this
contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall have the primary responsibility to perform the service or deliver the goods identified in this contract. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The County may also make award to the third lowest vendor as a tertiary vendor.

2.30  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.
SCOFF OF WORK

The contractor shall provide all equipment, supplies, labor and transportation necessary to clean and to pick-up all debris, garbage, trash and solid waste; except derelict vessels (abandoned boats). Bidders must clean the entire island listed per scheduled visit (see Section 3, Paragraph 3.2.1). Vendor is to provide trash receptacles every 100 feet along publicly used shorelines of the listed Islands. Bidder is to collect all trash and litter on the island in receptacles and document disposal of all refuse at a solid waste facility. All dump fees are paid by the bidder. It is highly recommended bidders visit the islands to establish an understanding of the scope of work. The contractor shall provide sufficient trash receptacles on each island to accommodate the public's usage. Receptacles may be 30 to 55 gallon drums or garbage cans (without lids). Receptacles which are lost or damaged must be replaced on the next scheduled visit by the vendor. The County will not pay additional cost for the lost or damage receptacles.

NOTE: See Attachment Figure 1 for Map of Islands

SERVICES TO BE PROVIDED

1. The Contractor shall service islands No. 1, 2, 3, 9, 10, 12, 15 and Flagler Memorial weekly (on Mondays). Islands 11, 13A, 13B and 14 shall be visited monthly (on the last Monday of the month).

If a holiday falls on a Monday, awarded vendor must pick up all trash, garbage, debris, etc, on the Tuesday (following day).


2. All trash, garbage, debris and solid waste collected must be removed from the islands and disposed of in a proper and legal manner by disposing of items collected at a Solid Waste Facility. All dump fees are paid by the Contractor. Upon disposing of refuse, contractor must obtain receipt (stating weight and/or amount of refuse), which must be attached to the monthly invoice.

NOTE: Contractor must attached copy of the trash disposal receipt from Solid Waste Facilities with invoices. Invoices received without the required information will not be processed until proper documentation is received.

3. All trash transfer and temporary storage sites used for the above services will be identified and submitted to RER for approval prior to the execution of this contract. If a staging or temporary storage site is required for transferring the waste from the islands to an upland disposal location, the contractor shall own or coordinate with the owner or manager of the property(ies) used as temporary garbage storage/staging sites and provide documentation of such coordination/ownership to RER.

4. After services have been completed the attached checklist (see Section 3, Page 11) must be completed and submitted to RER Project Manager, Josh Mahoney at fax number 305-372-6659 or e-mail mahonj@miamidade.gov.
3.3 **EQUIPMENT**

The contractor must own or control a suitable motorized, shallow draft (2 ft. maximum while loaded) watercraft (i.e. water vessels, boat, trawlers, barges, etc.), a minimum of twenty-one (21) feet in length. (Size needed for effective services). The watercraft must have been inspected by the U.S. Coast Guard within the past twelve months and have been found to meet all requirements for that type and usage of vessel.

**NOTE:** Bidder must provide copy of the U.S. Coast Guard Vessel inspection report that will be used to provide services under this contract upon bid submittal. Failure to meet this requirement may result in bid being considered non-responsive. Bidder may be given an opportunity to comply during the evaluation stages.

3.4 **SCHEDULE**

In the event of non-compliance with the contract schedule, resulting from adverse weather or mechanical breakdown, the contractor will be required to notify the RER project manager, Josh Mahoney at (305) 372-6922, by phone or e-mail mahonJ@miamidade.gov immediately. Any variance to the schedule must be authorized by RER in writing prior to the requested change. Any additional work due to an emergency would not be a part of this contract.
### CHECKLIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Weekly Pick-up - Every Monday</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Debris Collection for Island #1</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Debris Collection for Island #2</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Debris Collection for Island #3</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Debris Collection for Island #9</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Debris Collection for Island #10</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Debris Collection for Island #12</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Debris Collection for Island #15</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Debris Collection for Flagler Memorial Island</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Monthly Pick-Up - Last Monday of the Month</strong></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Debris Collection for Island #11</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Debris Collection for Island #13A</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Debris Collection for Island #13B</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Debris Collection for Island #14</td>
<td></td>
</tr>
</tbody>
</table>

Verified By: ___________________________ Date: ______________

Vendors Name: ___________________________
Figure 1
Island Maintenance Locator Map

Map created May, 2007.
MIAMI-DADE COUNTY

SECTION 4

BID SUBMITTAL FORM

Submit Bid To:
Procurement Management
Vendor Assistance Section
Stephen P. Clark Center
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983

BID NO.: *
OPENING: 2:00 P.M.
FRIDAY
NOVEMBER 20, 2012

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

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

Issued by: ISD/PM Date Issued: This Bid Submittal Consists of
Ruth Pages 13 through 17 &
Laureano Affidavits

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

Title:
SPOIL ISLAND MAINTENANCE SERVICES

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids.

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

DO NOT WRITE IN THIS SPACE

ACCEPTED ___________ HIGHER THAN LOW
NON-RESPONSIVE _______ NON-RESPONSIBLE _______
DATE B.C.C. ___________ NO BID _____
ITEM NOS. ACCEPTED __________________
COMMODITY CODE: 910-27, 910-39, 988-56

Procurement Contracting Associate Ruth Laureano

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

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID
NON-RESPONSIVE.
### 4.1 PRICING
Bidders are to provide

<table>
<thead>
<tr>
<th>Item</th>
<th>Est Qty.</th>
<th>Description</th>
<th>Unit Price Per Week (52 visits per year)</th>
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</thead>
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<tr>
<td>1.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #1</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>2.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #2</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>3.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #3</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>4.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #9</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>5.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #10</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>6.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #12</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>7.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Island #15</td>
<td>$__________ Per Week</td>
</tr>
<tr>
<td>8.</td>
<td>52</td>
<td>Debris Collection and Disposal specified for Flagler Memorial Island</td>
<td>$__________ Per Week</td>
</tr>
</tbody>
</table>

### Monthly Pick-up - Last Monday of the Month
(12 visits per year)

<table>
<thead>
<tr>
<th>Item</th>
<th>Est Qty.</th>
<th>Description</th>
<th>Unit Price Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #11</td>
<td>$__________ Per Month</td>
</tr>
<tr>
<td>10.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #13A</td>
<td>$__________ Per Month</td>
</tr>
<tr>
<td>11.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #13B</td>
<td>$__________ Per Month</td>
</tr>
<tr>
<td>12.</td>
<td>12</td>
<td>Debris Collection and Disposal specified for Island #14</td>
<td>$__________ Per Month</td>
</tr>
</tbody>
</table>

Included in this proposal is a copy of the Vessel Inspection Report for the Vessel that will be used to provide services under this contract. **YES _____ NO _____**
SECTION 4
BID SUBMITTAL FOR:

SPOIL ISLAND MAINTENANCE SERVICES
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: SPOIL ISLAND MAINTENANCE SERVICES

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 vendor 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 vendor 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.

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Revised 10/01/12
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.

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Revised 10/01/12
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.

**Federal Employer**

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Identification Number (FEIN):</th>
</tr>
</thead>
</table>

**Affidavits and Legislation/ Governing Body**

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

 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 ____________________________

 Expiration Date ____________________________

 Notary Public Seal ____________________________

 Page 1 of 3

 Revised 1/12/12
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a
detailed statement of its policies and procedures (use separate sheet if necessary) for awarding
subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

___________________________  ________________________
Signature                  Date
In accordance with Sections 2-8.1, 2-8.8 and 16.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(please duplicate this form if additional space is needed.)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor / Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor / Subconsultant</th>
<th>Principal Owner (Enter the number of male and female owners by race/ethnicity)</th>
<th>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
<td>Race/Ethnicity</td>
<td>Gender</td>
<td>Race/Ethnicity</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>F</td>
<td>White</td>
<td>Black</td>
<td>Hispanic</td>
</tr>
<tr>
<td>Business Name and Address of First Tier Direct Supplier</td>
<td>Principal Owner</td>
<td>Supplies/Materials/ Services to be Provided by Supplier</td>
<td>Principal Owner (Enter the number of male and female owners by race/ethnicity)</td>
<td>Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)</td>
</tr>
<tr>
<td>Gender</td>
<td>Race/Ethnicity</td>
<td>Gender</td>
<td>Race/Ethnicity</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>F</td>
<td>White</td>
<td>Black</td>
<td>Hispanic</td>
</tr>
</tbody>
</table>

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at [http://new.miamidade.gov/business/business-development.asp](http://new.miamidade.gov/business/business-development.asp).

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

Signature of Bidder/Respondent: ________________________________
Print Name: ________________________________
Print Title: ________________________________
Date: ________________________________
Small Business Development Division
Project Worksheet

Project/Contract Title: SPOIL ISLAND MAINTENANCE
Project/Contract No: RQPE1200005
Department: INTERNAL SERVICES
Estimated Cost of Project/Bid: $75,486.00
Description of Project/Bid: To establish a contract for the purchase of Spoil Island Maintenance Services in conjunction with the County's needs. The awarded contractor shall provide all equipment, supplies, labor and transportation necessary to clean and pick-up all debris, garbage, trash and solid waste, except derelict vessels (abandoned boats).

Received Date: 06/05/2012
Funding Source: PROPRIETARY

<table>
<thead>
<tr>
<th>Measure</th>
<th>Program</th>
<th>Goal Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Set Aside</td>
<td>SBE</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Reasons for Recommendation
SBE SET-ASIDE
Seven (7) SBE firms responded as available to the Verification of Availability.

This project meets all the criteria set forth in I.O. #3-41.

Commodity Code: 91027-Garbage/Trash Removal, Disposal And/Or Treatment; 91039-Janitorial/Custodial Services; 98856-Litter Removal Services (Including Beach Cleaning) (For Buildings Sec 910-27)

Analysis for Recommendation of a Goal

<table>
<thead>
<tr>
<th>Subtrade</th>
<th>Cat.</th>
<th>Estimated Value</th>
<th>% of Items to Base Bid</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td></td>
<td>$75,486.00</td>
<td>100.00%</td>
<td>7</td>
</tr>
</tbody>
</table>

Total: $75,486.00

Living Wages: YES ☐ NO X
Responsible Wages: YES ☐ NO X

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

REVIEW RECOMMENDATION

Tier 1 Set Aside ☑ Tier 2 Set Aside ________
Set Aside Level 1 Level 2 Level 3
Trade Set Aside (MCC) Goal Bid Preference
No Measure Deferred Selection Factor ____________
CWP ____________

[Signature] [Date] SBD Director