

I. Purchasing Instructions:

A. Award Description

Award of this contract was made to responsive and responsible vendors that meet the minimum requirements for prequalification as set forth in this solicitation.

1. **GROUP 1: Spot Treatment for Dry Wood Termites, and Partial & Total Treatment for Subterranean Termites.**

(a) PROCEDURE: SPOT TREATMENT FOR DRY WOOD TERMITES

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

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

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

(b) GUARANTEE

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

(c) PROCEDURE: TOTAL & PARTIAL TREATMENT FOR SUBTERRANEAN TERMITES

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

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

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

(d) GUARANTEE

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

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

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

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

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

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

2. **GROUP 2: General Fumigation for Dry Wood Termites.**

(a) PROCEDURE: FUMIGATION

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



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

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

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

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

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

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

(b) GUARANTEE

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

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

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

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



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B. Quotation Directives

1. Prequalified vendors will be invited to participate in spot market purchases as required by the County for a specific treatment service. When spot market purchases are initiated, pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase or work order, or a specific purchasing period.

The vendor may be consulted for the procedure which will eliminate the termite infestation with minimal disruption to County business, and at the least expense to the County. The Project Manager will ultimately determine the material quantities and/or specifications for each spot market purchase.

The work order will include the location, description and plans, if necessary, covering the scope of work to be completed. For purposes of identification and payment, each work order will be uniquely numbered and dated. The solicited vendor(s) shall supply the Project Manager/issuer with a written response within the time frame stipulated in the RFQ.

The County reserves the right to reject any and all proposals based on price or other reasons, to waive irregularities or technicalities, and to re-solicit for all or any part of the work order as deemed in its best interest. The work order may direct the vendor to commence work on a certain day and may specify the amount of time allotted for completion of service. All service dates and times covered by a work order constitute a service treatment schedule.

2. Cone of Silence

Pursuant to Section 2-11.1(t) of the County Code, all requests for spot market pricing are subject to the Cone of Silence. (Re: ITB paragraph 1.2-D1)

3. Local Preference/Locally Headquartered (Re: ITB Paragraph 1.10)

The evaluation of offers 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.

4. User Access Program (UAP)

II. Awarded Vendors:

Vendor ID	Vendor Name	Address	Contact	Group 1	Group 2
263385063-01	Southern Service Solutions LLC	16278 SW 97 Terr. Miami, FL 33196	Jesus Martinez PH: 786 291-0992 FX: 786 953-8059 southernservicesolutions@gmail.com	Yes	NO
591900484-01	Bug Busters Inc.	14055 SW 142 Avenue, UNIT 40 Miami, FL 33186	Leon Carangi PH: 305 233-7222 FX: 305 235-9783	Yes	Yes
592282352-01	Hulett Environmental Services Inc.	7670 Okeechobee Blvd. West Palm Beach FL 33411	Frank Dowling PH: 954 797-7221 FX: 954 797-7610 ron@bugs.com	Yes	NO

III. Special Notes/Instructions:

A. Insurance



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Insurance verification is necessary for vendors performing service in County facilities. In addition to the requirements of Section 1.21, the following is needed for MDAD: (Section 2.7 of the bid).

1. Commercial General Liability Insurance in an amount not less than one million (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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

B. Work

1. Notification to Begin Work

The awarded vendor shall neither commence any work, nor enter a County facility, until a purchase order directing the vendor to proceed with various items of work has been received from an authorized representative of the County.

2. Coordination

The awarded vendor shall coordinate with the County departmental or facility manager of the infested site and the Pest Control Manager for all requests for services to control a termite infestation in a facility. Unless otherwise stated or not required, within one week of an issued purchase order for a work order, the awarded vendor shall arrange and conduct an inspection or schedule an appointment to conduct an inspection of the infested site. Inspection reports, graphs, etc. that results from the inspection findings shall be submitted to the Pest Control Manager and become part of the record of treatment. After the inspection, the vendor shall establish an agreeable schedule for completion of the termite control procedure. Failure of the vendor to submit inspection reports, graphs, and other required documents for treatment records, and failure to properly coordinate with the Pest Control Manager may result in a reduced selection for participation in spot market purchases for the vendor.

3. Work Hours

The vendor shall perform the requirements of this contract during regular working hours and days, except if alternate scheduling is agreed upon with the Department. Regular working hours and days are defined as Mondays through Fridays, 8:00AM to 5:00PM.

4. Labor, Materials & Equipment

The vendor(s) shall furnish all labor, materials and equipment necessary for satisfactory contract performance. When not specifically identified in the scope of work, such materials and equipment shall be of a suitable type and grade for the purpose. All materials and workmanship shall be subject to the County's inspection and approval.

5. Safety

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

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

VI. Pool Contract Award Checklist:

The following is provided as a reminder of some important items that each department should check/ complete/ document prior to making an award.

- Check that vendor meets minimum requirements such as certifications or license requirements.
- If the contract has a Small Business preference, goal or is a set-aside, check that the recommended vendor is on the Small Business Division certification list.
(See www.miamidade.gov/business/reports-certification-list.asp)
- If the contract includes preferences (Local, Locally-Headquartered, Veteran's, and Small Business, as applicable), check that they were applied correctly. Obtain a signed Collusion Affidavit from the recommended vendor.
- Obtain a signed Affirmation of Vendor Affidavits from the recommended vendor.
- In your notice to all participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendors that the Cone of Silence is lifted. [Sample language: *In accordance with the reference solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the (Dept. name) recommends award of this quote to: (Company name). Provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.*]
- **Allow a three (3) business day protest period**, beginning the day after the award recommendation is posted with the Clerk, prior to completing award if applicable with your award value (over \$25K).



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VI. Event Log:

ADDENDA LOG			
Contract Number 6050-1/24			
ADDENDUM NO.	DATE ISSUED	DESCRIPTION	AGENT
1.	4/16/2014	Southern Service Solutions LLC (Southern) will no longer be participating under <u>Group 2, General Fumigation for Dry Wood Termites.</u> Southern will remain on the contract under <u>Group 1, Spot Treatment for Dry Wood Termites,</u> and <u>Total & Partial Treatment for Subterranean Termites.</u>	Denis Chung