



**BID NO.:9303-1/20**

**OPENING: 2:00 P.M.  
Wednesday  
April 14, 2010**

**MIAMI-DADE COUNTY, FLORIDA  
I N V I T A T I O N  
T O B I D**

**TITLE:**

**PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS**

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

- BID DEPOSIT AND PERFORMANCE BOND:..... NA
- CATALOGUE AND LISTS:..... NA
- CERTIFICATE OF COMPETENCY:..... NA
- EQUIPMENT LIST:..... NA
- EXPEDITED PURCHASING PROGRAM (EPP) NA
- INDEMNIFICATION/INSURANCE:..... NA
- LIVING WAGE: ..... NA
- PRE-BID CONFERENCE/WALK-THRU:..... NA
- SMALL BUSINESS ENTERPRISE MEASURE:..... SEE SECTION 2, PARA. 2.2
- SAMPLES/INFORMATION SHEETS: ..... NA
- SECTION 3 – MDHA:..... NA
- SITE VISIT/AFFIDAVIT: ..... NA
- USER ACCESS PROGRAM:..... SEE SECTION 2, PARA. 2.21
- WRITTEN WARRANTY: ..... NA

**FOR INFORMATION CONTACT:**

**Constance Thame at 305-375-1078, or at [cthame@miamidade.gov](mailto:cthame@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

**NA**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 28 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 28 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 9303-1/20**

**Title: PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS**

**Procurement Contracting Agent: Constance Thame, CPPB**

**Bids will be accepted until 2:00 p.m. on April 14, 2010**

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

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

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

**NOTICE TO ALL BIDDERS:**

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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1. DEFINITIONS**

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

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

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

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

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.

**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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

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

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

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), 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 DPM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

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

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

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

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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

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

**D. Request for Additional Information**

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

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

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

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

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

**G. Conflicts Within The Bid Solicitation**

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

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, 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.

**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 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.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.5. AWARD OF BID SOLICITATION**

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

**1.6. CONTRACT EXTENSION**

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

**1.7. WARRANTY**

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

**1.8. ESTIMATED QUANTITIES**

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

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE**

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

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

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. 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. 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.
- B. A written intent to protest shall be filed with the Clerk of the

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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

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

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

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

**1.16. ASSIGNMENT**

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

**1.17. DELIVERY**

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

**1.18. RESPONSIBILITY AS EMPLOYER**

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

Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

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

**1.20. COLLUSION**

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

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

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

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

**1.25. ACCESS TO RECORDS**

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

**1.26 OFFICE OF THE INSPECTOR GENERAL**

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

**1.27 PRE-AWARD INSPECTION**

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

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders 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 know as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder 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 shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

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

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

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

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

**1.31 LOBBYIST CONTINGENCY FEES**

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

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager 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.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

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

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**SPECIAL CONDITIONS**

**PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS**

**2.1 PURPOSE TO PRE-QUALIFY VENDORS**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by the County departments in order to obtain price quotations for the purchase of pesticides and weed killers.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE INTENTIONALLY OMITTED**

**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 five (5) year period.

**2.5 OPTION TO RENEW FIVE (5) YEARS**

At the completion of the initial five (5) year period, Miami-Dade County shall have the option to renew for an additional five (5) consecutive years, maintaining the same structure and purchasing format. Continuation of the contract beyond the initial five (5) year period is a County prerogative not the right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

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**SPECIAL CONDITIONS**

**2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES**

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. These qualifications are as follows:

- a) The vendor(s) shall maintain an office or warehouse with a working telephone, separate facsimile (fax) line, electronic mail address to expedite quotes. This facility shall be staffed by competent company representatives, who can be contacted Monday thru Friday from 8:00 AM to 5: 00 PM. The bidder shall provide a copy of their Local Business Tax Receipt or equivalent document with their bid submittal or as requested by the County.
- b) The vendor shall be a manufacturer and/or an authorized distributor or dealer capable of providing and delivering the pesticides and weed killers. Authorized distributors or dealers shall provide a current year letter from the manufacturer, stating that they are an authorized distributor/dealer of the manufacturer. The letter must be signed and on the manufacturer's letterhead with the manufacturer contact person name and phone number.
- c) Vendors shall provide documentation showing it has been in the business of providing pesticides and weed killer. The vendor shall provide three (3) letters of references as evidence of such. No more than one of these references may be from a department or division of Miami-Dade County. The letters shall be in the following format:
  - 1) Brief description of the vendor's performance in providing the product.
  - 2) Number of continuous years the agencies or business have been doing business with the vendor.
  - 3) Contact information for person signing the letter including a telephone number, Facsimile (FAX).
- d) License for Trade – As required in Chapter 487 for Florida Statutes, Chapter 5E-2, and 5E-9 of Florida Administrative Code as amended “each person holding or offering for sale, selling, or distributing restricted – use pesticides shall obtain a dealer's licenses from Florida Department of Agriculture”, visit: ([www.fleas.org](http://www.fleas.org)). Bidders should submit a copy of the dealer's license with the Bid Submittal. Failure to provide a copy of the license may result in rejection of the bid.

Vendors who meet these qualifications shall then be deemed to be pre-qualified to participate in subsequent Requests for Quote (RFQ) as required by the County. When such Requests for Quote purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price quote shall be awarded for the specific period or specific purchase.

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

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

Requests for Quote procedures may be initiated by the Department of Procurement Management, or the user departments. In general, written Requests for Quote will be gathered from all the pre-qualified vendors.

**2.7 PRICES SHALL BE FIXED AND FIRM**

All prices to be quoted by the pre-qualified bidders shall be in accordance with the provisions established in Section 2, Paragraph 2.6 of this solicitation, unless otherwise stated in the Request for Quotes.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED**

**2.9 EQUAL PRODUCT INTENTIONALLY OMITTED**

**2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE INTENTIONALLY OMITTED**

**2.12 BID GUARANTY INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

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

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

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

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

**2.17 DELIVERY SHALL BE FIFTEEN (15) DAYS AFTER DATE OF ORDER**

The vendor shall make deliveries within fifteen (15) calendar days after the date of the order, unless otherwise specified in the Request for Quote. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the successful bidder(s).

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days required it 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.

Notwithstanding the foregoing, in the event that Force Majeure prevents the bidder from delivering the product within the number of days stated in this provision, the bidder shall immediately notify the County of the delay in delivery as a result of Force Majeure. Upon such notice, the County may, at its sole discretion, procure the required product from next low vendor or choose to accept such delay in delivery. In the event that the County chooses to procure the required product from the next low bidder, the parties agree that any Release Order for the product subject to a delay as result of Force Majeure is cancelable at the County's sole discretion. For purposes of this paragraph "Force Majeure" shall mean any act of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrences beyond the bidders' control.

**2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.19 WARRANTY REQUIREMENTS INTENTIONALLY OMITTED**

**2.20 CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Constance Thame (305) 375-1078; email cthame@miamidade.gov.

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

**2.21 COUNTY USER ACCESS PROGRAM (UAP) (EXCLUSIVE OF FEDERAL FUNDED DEPARTMENTS)**

**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.

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

**2.22 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).

**2.23 IDENTIFICATION OF EACH ITEM**

Each item must be clearly identified on the Requests for Quote submittal pages(s) as to manufacturer's quoted as requested, in order to be eligible for award. Use of terms such "As Spec" are unacceptable. Failure to provide this information with the offer may result in the offer being deemed non-responsive.

**2.24 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 Environmental Resources Management (DERM), 701 N.W 1st Court, Suite 400, Ave., Miami, Florida 33136, Telephone (305) 372-6789.

**2.25 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES**

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

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

**2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**SECTION 2**  
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**2.27 TOXIC SUBSTANCES/Federal "Right to Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**PESTICIDES AND WEED KILLERS – PREQUALIFICATION OF BIDDERS**

**3.1 SCOPE**

The intention of this Pre-qualification contract is to procure high quality weed killers, insecticides, and pesticides for use by various Miami Dade County Departments. Due to licensing requirements, brand names shown can not be substituted.

**3.2** The following products are examples of pesticides, weed killers and insecticides that may be purchased by the County, however, the County reserves the right to purchase other items not included on this list. Products must be labeled for turf-grass.

**I. Insecticides**

	Contact & Systemic
1.	Acephate: O,S-D (Methyl acetylphosphoramidothioate min. 75% active ingredients – wettable powder
Brand Name	Orthene TTO

2.	Bendiocarb: 2.2 – dimethyl – 1, .3 benzodioxol- 4yl methylcarbamate min. 75% active ingredients – wettable powder
Brand Name	Dycarb, Turfcam, etc.

3.	Carbayl: L-Naphtyi N-methylcarbamate min. 80% active ingredients –wetable powder, liquid
Brand Name	Sevin Carbamec Liquid, etc

4.	Chlorphyrifos: 0.0-cliethyl 0-(3.5,6 trichloropyridin-2-yI) phosphorothioate
a.	mm. 20% active ingredients-liquid
Brand Name	Dursban 2E, etc.

b.	mm. 1% active ingredients- pellets coated for mole cricket bait
Brand Name	Dursban- mole cricket bait, etc.

5.	Isofenphos: 1 methylethyl 2 [{ethoxy} {1-methylethyl) amino]phosphinothioyl] oxybenzoate min. of 20% active ingredients – liquid
Brand Name	Oftanol, Pro Turf Insecticide 4, etc

6.	Isazofos/Triumph: O-(5chloro-1 [methylethyl]1H1,2,4 traizol-3y1) 0.0- Diethyl prosphorothioate 45% min. active ingredients
Brand Name	Triumph 4E

**SECTION 3**  
**TECHNICAL SPECIFICATION**

7.	Propoxur:2-(-Methylethoxy) phenyl methylcarbamate min 70% active ingredients-wetable powder
Brand Name	Baygon, etc.
8.	Amdro: Hydramethylnon min. 73% active ingredients – granular
Brand Name	Amdro fire ant bait, etc.
9.	Fenoxycarb: Ethyl (2-(4-phenoxyphenoxy) ethyl carbamate min. 1% active ingredients-granular fire ant bait
Brand Name	Logic, Award, etc.
10.	Diazinon: 0,0-Diethyl 0-(2-isopropyl-4-methyl-6-pyrimidinyl) phosphorothioate min. 45% active ingredients-liquid
Brand Name	Diazinon 4S, etc.
11.	Malathion: 0,0-dimethyl phosphorodithioate of diethylmercaptosuccinate or diethyl mercaptosuccinate, S-ester with 0,0-dimethyl phosphorodithioate min. 50% active ingredients-liquid
Brand Name	Malathion
12.	Fonofos: 0-ethyl s-phenyl ethylphosphorodithioate min. 5% active ingredients- granular
Brand Name	Crusade 5G, etc.
13.	Acelepryn
Brand Name	Chlorantraniliprole - Dupont
14.	Garlon 3A, Herbicide
Brand Name	Dow Argo
15.	Allectus GC SC
Brand Name	Imidacloprid/Bifenthrin - Bayer
16.	Allectus GC SC Granular
Brand Name	Imidacloprid/Bifenthrin - Bayer

**SECTION 3**  
**TECHNICAL SPECIFICATION**

17.	Amdro Ant Granules
Brand Name	Hydroamethylnon - BASF
18.	Arena 50 WDG
Brand Name	Clothianidin - Valent
19.	Arena .25G
Brand Name	Clothianidin - Valent
20.	Chlororpyrifos .5% Bait
Brand Name	Chlorpyrifos - NuFarm
21.	Dylox 6.2 G
Brand Name	Trichlorfon - Bayer
22.	Meridian .33 G
Brand Name	Thiamethoxam - Syngenta
23.	Merit .5 G
Brand Name	Imidacloprid - Bayer
24.	Orthene 97
Brand Name	Acephate - Valent
25.	Safari 20 SG
Brand Name	Dinotefuran - Valent
26.	Topchoice
Brand Name	Fiproniol - Bayer
27	Advance Carpenter ant bait,
Brand Name	Withmire

**II. Nematicides**

28.	Ethoprap: 0-Ethyl S.S-dipropyl phosphoradithioate
	min. 10% active ingredients -= granjular
Brand Name	Mocap 10G

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**III. Miticide**

29.	Abamectin: Avermectin B1
Brand Name	Avid

**Herbicides**

30.	Non-Selective 53% active ingredients - liquid
Brand Name	Rodeo

31.	Tricolopyr: 3,5,6- trichloro-2 min. 61.6% active ingredients - Liquid
Brand Name	Garlon IV

32.	Endothall: 7-Oxabicyclo (2,2,1 heptane-2,3 dicarboxylic acid Dipotassium salt min. 10% active ingredients-granular
Brand Name	Aquathal, etc.

33.	Paraquat: 1,1-Dimethyl-4,4-bipyridinium ion present as the dichloride salt mm. 25% active ingredients – liquid granular
Brand Name	Paraquat. Herbaxone, etc.

34.	Dimension 2EW
Brand Name	Dithiopyr -Dow

35.	Echelon 4SC
Brand Name	Sulfentrazone+Prodiamine - FMC

36.	Snapshot 2.5 TG
Brand Name	Isoxben + Trifluralin - Dow

37.	Round Up Pro Mac
Brand Name	Monsanto

38.	Drive XLR8
Brand Name	Quinclorac - BASF

39.	Finale
Brand Name	Glu;fosinate + Ammonium - Bayer

40.	Roundup Promax
Brand Name	Glyphosate - Monsanto

**SECTION 3**  
**TECHNICAL SPECIFICATION**

41.	Image 70 DG (imazaquin) BASF
Brand Name	Image 70 DG (imazaquin) BASF
42.	Revolver (Foramsulfuron) Bayer
Brand Name	Revolver (Foramsulfuron) Bayer
43.	Sedgehammer
Brand Name	Halosulfuron-Methyl - Gowan
44.	Surge
Brand Name	Sulfentrazone-p+Dicamba - PBI Gordon
45.	Aquthol-K Liquid
Brand Name	United Phosphorus, Inc.
46	Reward (DIQUAT) water weed killer
Brand Name	Syngenta EPA
47.	Cutrine-Plus, algaecide
Brand Name	Applied Biochemist
48.	Hydrothol 191 Liquid
Brand Name	United Phosphorus, Inc.
49.	Hydrothol 191 granular
Brand Name	United Phosphorus, Inc.
50.	Big Wet, concentrated wetting agent, non corrosive, Rust inhibiting non-toxic.
Brand Name	Brewer International

**V. Plant Growth Suppression**

51.	Melfluidid: N-[2.4-Dimethyl-5-5- (trifluoramethyl) - sulfony]amioa] phenyl acetarnide
Brand Name	Embark
52.	Flurprimidol: alpha- (1-methylethyl)-alpha-(4-trif luaromethoxyl) phynei)-5- pyrimidinemethanol mm. 50% active ingredients wettable powder
Brand Name	Cutless

**SECTION 3**  
**TECHNICAL SPECIFICATION**

53.	Primo Maxx (Trinexaac-ethyl) Syngenta
Brand Name	Trinexaac-ethyl - Syngenta

54.	Typar Blo Barrier 17% Trisluralin active ingredients used as a cloth to restrict root growth into an area
Brand Name	Fiberweb, Inc.

**VI. Herbicides**

55.	Selective Preemergence
	Benefin: N=Butyl-N-ethyl-a.a.a-trifluoro-2,6-dinitro-p-toluidine min. 2.5% active ingredients-granular
Brand Name	Balan, etc.

56.	Oxadiazon:2-tert-butyl-4-(,4 dichloro-5 isopropoxyphenyl) 45-1,3, 4-oxadiazolin 5-one min.2.0% active ingredients-granular
Brand Name	Chipco Ronstan G, etc.

57.	Oryzalin: 3.5-dinitro-N~ N <sup>1</sup> dipropysulfanilamide min 40.0% active ingredients liquid
Brand Name	Surflan

58.	Pendimethalin: N-(1-ethylpropyl)-3, 4 dirnethyl 2,6 dinitro- benezenanmine min. 60% active ingredients liquid
Brand Name	Pro M. Prowl,etc.

59.	Pronamide: 3,5- dichloro-N-(1-1-dimethyl-2 propyny1) Benz amide min. 50% active ingredients-soluble powder
Brand Name	Kerb 50W, etc.

60.	Isoxaban: N-(3-Ethyl-1methylpropyl)5 isoxazolyll-2,6- Dimethoxybenzamindeandosomers min. 75% active ingredients-flowable
Brand Name	Gallery 75, etc.

61.	Dimension:Dithiopyr,3.5 pyridinedicarbothioic acid,2-(difluorornethyl-)4- methylpropyl 6- (trifluoromethyl-)S-5 dimethylester min. 12% active ingredients liquid
Brand Name	Dimension

**SECTION 3**  
**TECHNICAL SPECIFICATION**

	Selective Preemergence
62.	Prodiamine: N <sup>3</sup> ~ di-n-propyl-2, 4-dinitro-6 (trifluoro-methyl-m-phenyi-enediamine min. 64% active ingredients-granule
Brand Name	Barricade B5WG, etc.

63.	Napropamide: 2- (aNaphthoxy) N.N.- diethylpropionamide min. 50% active ingredients-wetable powder
Brand Name	Devrinol 50-WP, etc.

**VII. Herbicides**

	Selective Post-Emergent
64.	min. 50% active ingredients liquid
Brand Name	MSMA 6.6 DAL Rad, etc.

65.	Metribuzin: 4- Amino-6- (1. 1 dimethylethyl)-3- (methylthio)-1,2,4-Triazin-5(4H)-one min. 75% active ingredients - granular
Brand Name	Sencor 75, etc.

66.	Illoxan: Diclofop-methyl: methyl 2-4-(2, 4 dichlorophenoxy. Phenoxy) propanoate min. 35% active ingredients - liquid
Brand Name	Illoxan 3EC, etc.

67.	Asulam: Sodium salt of asulam (methylsulfanilylcarbamate) min. 35% active ingredients - liquid
Brand Name	Asulox, etc.

68.	Bntazon: (3- (1- methylethyl) 1H-2H2,1,3 benzothiadiadiazun 4 (3H) one 2, 2 dioxide min. 40% active ingredients - liquid
Brand Name	Basagran T/O, etc.

69.	2,4-Dimcyp+Dicamba: C <sub>6</sub> H <sub>6</sub> ~C <sub>12</sub> O <sub>3</sub> + C <sub>10</sub> H <sub>11</sub> C <sub>10</sub> O <sub>3</sub> + C <sub>6</sub> H <sub>6</sub> C <sub>12</sub> O <sub>3</sub> min. 32% Dimethylamune Salt of 2,4- dichlorophen oxyacetic acid min. 16% Dimethylamune Salt 2- (2-methyl-4- chlorophenoxy) propionic acid min. 2% Dimethylamune Salt dicamba (3,6-dichloro-oanisic acid)
Brand Name	3- Way, Trimec, etc.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

70.	Imazaquin: (2-4.5 dihydro -4-methyl-4- (1-methylethyl) 5-oxo1H-imidazol -2- yl)3 – quinolone carboxylic acid) min. 17% active ingredients - liquid
Brand Name	Image

71.	Metsulfuron Methyl: Methyl 2-(4- methoxy – 6- methyl- 1,3,5-triazin-2 yl) amino] carbonyl] amunolsulf any] benzoate min. 6% active ingredients - liquid
Brand Name	Scotts DMC

**VIII. Fungicides**

	Daconil ZN (38.5% Chlorothanil)
72.	Chorothalnil: Tetrachloroisophtholonitrile min. 50% active ingredients flowable
Brand Name	Daconil 2787, etc.

73.	Mancozeb Product of zinc ion and manganese ethylene bisdithiocarbamate min. 16% manganese, 2% Zinc, 62% Ethylene bisdithiocarbamate ion as active ingredients
Brand Name	Fore, Dithane M – 45, Formec 80. Lesco 4, etc.

74.	Ethazole: 5 – Ethoxy – 3- trichloromethyl-1, 2,4 thiadiazole min. 30% active ingredients – wettable powder
Brand Name	Koban 30 Terrazole

75.	Fosetyl Al: Aluminum tris (o-ethylphosphonate) min. 80% active ingredients – wettable powder
Brand Name	Chipco Aliette

76.	Maneb + + Zinc: Manganese ethylenebisdithiocarbamate min. 80% active ingredients with Zinc Salt-wettable powder
Brand Name	Mannex, Dithane M – 45, Tersan LSR

77.	Anilazine: 4,5 –Dichloro – N- (2- chlorophenyl) 1,3,5 triazin – 2- aniline min 38% active ingredients - flowable
Brand Name	Dyrene 4

**SECTION 3**  
**TECHNICAL SPECIFICATION**

78.	Chlorothalonil: Tetrachloroisophalonitril.Diethyl 4-4—0-phenylenebis-3- thioallaphanate min. 65% active ingredients dispersible granules
Brand Name	Consyst, etc.
79.	Copper Sulfate Granular Copper Sulfate
Brand Name	Copper Sulfate
80.	Benornyl: (Methyl 1- (butylcarbamoyl)-2 benzimidaz olecarbmate J min. 50% active ingredients wetable powder
Brand Name	Tersan 1991, Lebanon Fungicide type B,Benomyl
81.	Chloroneb: 1,4 – dichloro- 2,5 dimethoxybenzene) min. 85% active ingredients – wetable powder
Brand Name	Terraneb SP. Teremec SP. ProTurf Fungicide II
82.	Iprodione: 3- (3.5 dichlorophenyl)-N (1-methylethyl) – 2.4 dioxo-1-imidazolidun=ecarboxamide) min. 50% active ingredients wetable powder
Brand Name	Chipco 26019, ProTurfFungicide VI, etc.
83.	Thiaphanate-methyl: Dimethyl (1.2 phenylene) bis (imuno-carbanothioly) ~ Is (carbamate) min. 50% active ingredients wetable powder
Brand Name	Fungo 50, ProTurfSystemic Fungicide, etc.
84.	Metalaxyl: min. active ingredients
Brand Name	Subdue, ProTurf, Pythium Control, etc.
85.	Tridimetton: 1- (4-Chlorophenoxy)-3,3 dimethyl – 1- (1H1.2.4 traizol 1-yl)-2- butanone min. 25% active ingredients
Brand Name	Bayleton, proTruf Fungicide 7, etc.
86.	Propamocarb: min active ingredients 66.5%
Brand Name	Banol

**SECTION 3**  
**TECHNICAL SPECIFICATION**

87.	Fenarinol: a – (20- chlorophenyl) –a- (4- chlorophenyl)-5-pyrlmidunemethanol min. 10% active ingredients
Brand Name	Rubigan A.S., etc.

**IX. Adjutants**

88.	Spreader Sticker- substance combining initial surfactant activity with residue adhesive protection after drying
a.	Non-ionic, highly concentrated, low foam, min. 85% active ingredients.
b.	Non-ionic, concentrated, low foam, min. 85% active ingredients.
Brand Name	Complex, Timberland 90, Nufilm 17, etc.

89.	Wetter/Spreader/Penetrant – substance which reduces surface tension enabling spray droplets to spread over leaf surface. In addition, this substance increases chemical penetration into the plant. Non-ionic min. 99% active ingredients of Proprietary blend of polyakylene-oxide modified polydimethylsloxane and non-ionic surfactants.
Brand Name	Kenetic

90.	A non-ionic, non-burning, 0% Alcohol, deep penetrant min. 95% active ingredients
Brand name	Down & Thru., etc.

91.	Non-ionic, min. 80% active ingredients
Brand Name	Ortho 77, Activate Plus, Hydraflo, Induce. Down & Thru., etc.

92.	Buffering Agent adjuvant user to lower pH of solution min. 60% active ingredients of buffering agents
Brand Name	Combine, Blendex, etc.

93.	Drift Control Agent – Adjuvant used to increase droplet size thus reducing spray drift
Brand Name	Nalco Trol. Windfall, Aim 38-F, etc.

94.	Anti-Foaming Agent – Adjuvant which reduces surface foam and entrapped air. Addition to spray tank allowing quicker tan refilling
Brand Name	DeFoamer. Foam Buster, etc.

**SECTION 3**  
**TECHNICAL SPECIFICATION**

95.		Spray Dye Indicator – a water soluble blue colorant to be used in spray solutions of herbicides, insecticides and fungicides. Super concentrate blue indicator dye, essentially non-toxic, non-phytotoxic, compatible with virtually all pesticides with a maximum of 8 oz. recommended per 100 gallons of water.
Brand Name		Blue thunder, etc.
96.		Blue indicator dye, essentially non-toxic, non-phytotoxic, compatible with virtually all pesticides and with a maximum 24 oz. recommended per 100 gallons of water.
Brand Name		Blazon. Turf Tracer, Fl. Bluegrass., etc.
97.		Non-staining , blue indicator dye, essentially non-toxic, non phytotoxic, compatible with virtually all pesticides packaged in water soluble packets.
Brand Name		Blaxon, E-Z Pak

**X. Nutrient Spray Additives**

98.		<p>Chelated Micro – Mix (liquid) may be either Ammonium citrate or a lignum Suffonate minimum guaranteed analysis of micronutrients to include:</p> <table style="margin-left: 20px;"> <tr> <td>Iron</td> <td style="text-align: right;">2%</td> <td>(Chelated)</td> </tr> <tr> <td>Manganese</td> <td style="text-align: right;">1%</td> <td></td> </tr> <tr> <td>Zinc</td> <td style="text-align: right;">1%</td> <td></td> </tr> <tr> <td>Cooper</td> <td style="text-align: right;">1%</td> <td></td> </tr> </table> <p>A. Iron Chelate 5% liquid Minimum guaranteed analysis of Iran as Chelated Fe 5%</p> <p>B. Iron Chelated 5% Liquid</p> <p>C. FerA-Gro Micro-Mix</p> <p>D. Spray able Urea – wetable powder mm. 40% available N</p> <p>E. Magnesium Sulphate</p> <p>F. Osmucode 14-14-14</p> <p>G. Safers Forever Green</p> <p>H. Peter’s 20-20-20</p> <p>I. Miracle Grow 15-30-15</p>	Iron	2%	(Chelated)	Manganese	1%		Zinc	1%		Cooper	1%	
Iron	2%	(Chelated)												
Manganese	1%													
Zinc	1%													
Cooper	1%													

**XI. Granular Chemical/Fertilizer Mixtures**

99.		Pre-Emergent Herbicides in fertilizers carriers. Oxadiazon (min. 95% with 20% total nitorgent (19% min. Urea Nitrogen) of which 9 units to be sulfur Coated. 2% mini. Available Phosphoric Acid (Diammonium Phosphate) and miii. 20% soluble potach (sulphate of potach) maximum 2% chlorine.
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**SECTION 3**  
**TECHNICAL SPECIFICATION**

100.	Pre—M 0.86% 19-03-07 30% SCU Pendimethalun (min.0.86%) with 19% total nitrogen (min. 17% Urea Nitrogen) of which min. 5 units to be Sulfur Coated, 3% min. available. Phosphoric Acid (Diammonium Phosphate) and min. 7% Soluble Potash (Sulphate of Potash) maximum 6% chlorine.
101.	Post – Emergent Herbicides/Fertilizer Mixtures Atrazune 0.76% 17-4-6 Atrazune (min. 0.76%) with 17% total nitrogen (min. 16% Urea Nitrogen) of which min. 3 units to be Sulfur Coated 4% min. available Pikisphoric Acid (Monoammonium Phosphate) and 6% Soluble Potash (Sulfated of Potash) maximum 2% chlorine
102.	Insecticides/Fertilizer Mixtures Oftanol 1.5% 22-00-22 50% SCU FE MN- Benzoate (min. 1.5%) with 22% total nitrogen (min. 22% Urea Nitrogen) of which min. 9 units to be Sulfur Coated, 22% Soluble Potash (Muriate of Potash) min. 1% Iron, min. 1.5% Manganese.

**XII. Organic Biostimulants**

103	<ul style="list-style-type: none"> <li>A. Root</li> <li>B. Iron Roots</li> <li>C. Turftech</li> <li>D. Turftech II</li> <li>E. Turftech Plus</li> <li>F. See Green</li> <li>G. Bio- Pro</li> </ul>
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**XIII. Adulticides (all liquids)**

104.	<p>Quick knockdown oil soluble synergized synthetic pyrethroid for effective control of adult mosquitoes.</p> <p>Active Ingredients: Prallethrin: (RS)-2-methyl-4-oxo-3-(2-propynyl) cyclopent-2- enyl-(1RS)-cis,trans-chrysanthemate 1%</p> <p>Sumithrin : 3-Phenoxybenzyl-(1RS, 3RS; 1RS, 3SR)-2, 2-dimethyl-3-(2-methylprop-1-enyl) cyclopropanecarboxylate 5%</p> <p>Piperonyl Butoxide Technical 5%</p> <p>Other 89 %</p>
Brand Name	Duet

**SECTION 3**  
**TECHNICAL SPECIFICATION**

105.	Fast knock-down organophosphate insecticide for use in public health and nuisance mosquito abatement programs Active Ingredient: Naled: (1,2-dibromo-2,2-dichloroethyl dimethyl phosphate) 87.4% Inert ingredients 12.6%
Brand Name	Dibrom Concentrate

106.	Water based adulticide Ingredients: Sumithrin: 3-Phenoxbenzyl – (1RS, 3RS,1RS,3SR)-2, 2 dimethyl-3- (20methylprop-1-enyl) cyclopropanecarboxylate 10.0% Piperonyl Butoxide, Technical 10.0% Other 80.0%
Brand Name	AquaAnvil

107.	Oil based pyrethroid insecticide for use as outdoors ULV application to control adult mosquitoes in residential and recreational areas Ingredients: Permethrin (3-Phenoxyphenyl) methyl (+/-) cis,trans-3-(2,2-dichlorethenyl)-2,2-dimethyl cyclopropanecarboxylate 30.0% Piperonyl Butoxide, Technical 30.0% Other Ingredients 40.0%
Brand Name	Biomist 30+30

108.	Oil based residual barrier product for use around parks, homes, festivals and recreational areas to provide an invisible barrier to reduce mosquito populations. Active Ingredient: Permethrin (3-phenoxyphenyl) methyl (+/-) cis/trans 3- (2,2-dichloroethenyl) 2,2- dimethyl cyclopropanecarboxylate 10.0% Other Ingredients 90.0%
Brand Name	Flit 10 EC

109.	Non-ester pyrethroid insecticide that provides reliable control of adult mosquito populations. Active ingredient: Etofenprox: 1-[[2-(4-ethoxyphenyl)-2-methylpropoxy]methyl]-3-phenoxybenzene 20.0% Other Ingredients 80.0%
Brand Name	Zenivex

**SECTION 3**  
**TECHNICAL SPECIFICATION**

**XIV. Larvicides (all Granular)**

110.	Biological Larvicide Ingredients: Bacillus thuringiensis, subspecies israelensis, Strain AM65 -52, fermentation solids and soluble 2.8% Other Ingredients 97.2%
Brand Name	Vectobac G
111.	Biological Larvicide Ingredients: Bacillus thuringiensis, subspecies israelensis Serotype H-14 2.86% Other Ingredients 97.14%
Brand Name	Aquabac 200 G/CG
112.	Biological Larvicide Active ingredient: Bacillus sphaericus Serotype H5A5B, strain 2362 technical powder (670 Bs ITU/mg) 7.5% Other: 92.5%
Brand Name	Vectolex CG
113.	Biological Larvicide - Granular Active ingredient: Bacillus sphaericus Serotype H5A5B, strain 2362 dried concentrate (650 Bs ITU/mg) 51.2% Other: 48.8%
Brand Name	Vectolex WDG
114.	Mosquito Larvicide/Granule Active Ingredient: Spinosad (a mixture of spinosyn A and spinosyn D) 0.5% Other 99.5%
Brand Name	Natular G
115.	Mosquito Larvicide/Extended Release Granule. Active Ingredients: Spinosad (a mixture of spinosyn A and spinosyn D) 2.5% Other Ingredients, Proprietary blend 97.5%
Brand Name	Natular XRG
116.	A granular Insect Growth Regulator product to prevent mosquito emergence. Active ingredient: (S) –Methoprene (CAS #65733-16-6) 1.5% Other 98.5%
Brand Name	Altosid XR-G

**SECTION 3**  
**TECHNICAL SPECIFICATION**

117.	A sustained release Insect Growth Regulator product to prevent mosquito emergence. Active ingredient: (S) Methoprene (CAS #65733-16-6)      2.1% Other ingredients      97.9%	
Brand Name	Altosid XR- Briquets/Ingots	
118.	Ready-to-use water soluble packs (pellets) Insect Growth Regulator to prevent mosquito emergence. Active Ingredients: (S) Methoprene (CAS #65733-16-6)      4.25% Other      95.75%	
Brand Name	Altosid WSP	
119.	A granular Insect Growth Regulator product to prevent mosquito emergence. Ingredients: (S) Methoprene (CAS #65733-16-6)      4.25% Other      95.75%	
Brand Name	Altosid Pellets	

**XV. Larvicides (Soluble)**

120.	Water soluble pouches for the control of mosquito larvae in a variety of habitats. Active Ingredient: Bacillus sphaericus      2.7% Bacillus thuringiensis      4.5% Other      92.8%	
Brand Name	Vectomax WSP	
121.	A selective microbial insecticide for use against mosquito larvae in a variety of habitats. Active ingredient: Bacillus sphaericus      2.7% Bacillus thuringiensis      4.5% Other      92.8%	
Brand Name	Vectomax CG	
122.	Biological Larvicide – Aqueous suspension Active Ingredient: Bacillus thuringiensis, subsp. israelensis, strain AM 65-52, fermentation solids and soluble      11.61% Other Ingredients      88.39%	
Brand Name	Vectobac 12 AS	



SECTION 4  
**BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.**  
**Wednesday**  
**April 14, 2010**



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
DELIVERED INMIAMI-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: ct                      DPM Purchasing Division                      Date Issued: 4/1/10                      This Bid Submittal Consists of Pages 25 through 28

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.

**PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS**

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of NA of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 675-40;675-45,675-85	
Procurement Contracting Agent	Constance Thame, CPPB

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

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 28 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE  
FAILURE TO SIGN PAGE 28 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS**

<b>Reference:</b>	<b>Summarized Requirement:</b>	<b>Bidder Initials</b>
Section 2, Paragraph 2.6a	The vendor(s) shall maintain an office or warehouse with a working telephone, separate facsimile (fax) line, electronic mail address to expedite quotes. This facility shall be staffed by competent company representatives, who can be contacted Monday thru Friday from 8:00 AM to 5: 00 PM. The bidder shall provide a copy of their Local Business Tax Receipt or equivalent document with their bid submittal or as requested by the County.	_____
Section 2, Paragraph 2.6b	The vendor shall be a manufacturer and/or an authorized distributor or dealer capable of providing and delivering the pesticides and weed killers. Authorized distributors or dealers shall provide a current year letter from the manufacturer, stating that that they are an authorized distributor/dealer of the manufacturer. The letter must be signed and on the manufacturer’s letterhead with the manufacturer, contact person name and phone number.	_____
Section 2, Paragraph 2.6c	Vendors shall provide documentation showing they have been in the business of providing pesticides and weed killers for two continuous years. The vendor shall provide three (3) letters of references as evidence of such.	_____
Section 2, Paragraph 2.6d	License for Trade – As required in Chapter 487 for Florida Statutes, Chapter 5E-2, and 5E-9 of Florida Administrative Code as amended “each person holding or offering for sale, selling, or distributing restricted – use pesticides shall obtain a dealer’s licenses from Florida Department of Agriculture”, visit: ( <a href="http://www.fleas.org">www.fleas.org</a> ). Bidders should submit a copy of the dealer’s license with the Bid Submittal. Failure to provide a copy of the license may result in rejection of the bid.	_____

Contact person for Quotes:
Telephone Number:
Fax Number:

SECTION 4  
BID SUBMITTAL FOR:

PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS  
ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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



BID SUBMITTAL FORM

Bid Title: PESTICIDES AND WEED KILLERS – PRE-QUALIFICATION OF BIDDERS

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

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

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

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

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

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

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

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor 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?
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?

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)

\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"

Signature: \_\_\_\_\_ (Signature of authorized agent)

Print Name: \_\_\_\_\_

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

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



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**





SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100

