# ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

<u>New</u> □ <u>OTR</u>	$\Box$ So	ole Source	$\Box$	Bid Waiver	Emerge E	ency			Project No.
Contract							J	OPR0038	
Re-Bid Other					LIV	ING WAG	E APPLIES:	YES	□ <sub>NO</sub>
Requisition No./Project No.: EVN0013521 TERM OF CONTRACT 60 YEAR(S) WITH YEAR(S) OTR									
Requisition / Project Titl	e: Integ	grated Pest	Manag	gement Serv	rices for MD	AD			
Airport (N	IIA), M	iami-Opa-L	ocka E	Executive Ai	st Manageme rport (OPF), Dade-Collie	Miami E	xecutive A		International MB), Miami
Issuing Department: SI	PD			Contact Pers	on: Justin E	Espagnol		Phone:	305-375-1718
	51,900,00	00.00			GENE	RAL	FEDE		OTHER
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<b>Commodity Codes:</b>	98872		9105 t/Projec		67540 revious purchase	es three (3)	years		
		Check here E	if this XISTI		ract/purchase w	ith no prev 2 <sup>ND</sup> YEA			3 <sup>RD</sup> YEAR
Contractor:		Tower P	est Co	ntrol					
Small Business Enter	prise:				J				
Contract Value:		\$1,900,00	00.00						
Comments:									
Continued on another p	age (s):	☐ YES	<b>▼</b> N	O					
			<u>RE</u>	COMMI	ENDATI(	<u>ONS</u>			
		Set-Aside		Subcontra	actor Goal	Bid	Preference	e	Selection Factor
SBE									
Basis of Recommendat	ion:								
Signed:					Date sent to	o SBD:	10/25/202	4	
9					Date returned to SPD:				

#### **SECTION 2**

#### ADDITIONAL/SPECIAL TERMS AND CONDITIONS

#### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract to provide Integrated Pest Management (IPM) Services to Miami International Airport (MIA), Miami-Opa-Locka Executive Airport (OPF), Miami Executive Airport (TMB), Miami Homestead General Aviation Airport (X51), and Dade-Collier Training and Transition Airport (TNT) for the Miami-Dade Aviation Department (MDAD). The Awarded bidder shall implement an IPM program to achieve long-term, environmentally sound pest suppression and prevention using a wide variety of technological and management practices while adhering to the provided minimum standards detailed within this solicitation. The IPM service shall maximize the utilization of the least toxic methods of pest control, while minimizing the risk of interfering with human health as well as the environment. The goal is to implement an IPM program that ensures Airports (including vehicles) overseen by MDAD (as listed in the line items of the solicitation) are kept pest free for use by all patrons and employees.

#### 2.2 TERM OF CONTRACT

This Contract shall commence on the first calendar day of the month succeeding approval of the Contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County. The Contract shall remain in effect for five (5) years and shall expire on the last day of the sixtieth (60) month of the Contract term.

#### 2.3 **DEFINITIONS**

In addition to General Terms and Conditions, Section 1.1, the following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- 1. "Certified Pest Control Operator (CPCO) "shall mean an individual(s) certified by Florida Department of Agriculture and Consumer Services in the category of General Household Pest and Rodent Control.
- 2. "Facility(ies)" shall mean real property, to include buildings, garages, and structures that are built for a purpose or operation as listed in the line items of the solicitation.
- 3. "Insecticides" shall mean pesticides that are formulated to kill, harm, repel or mitigate one or more species of insect.
- 4. "Least Hazardous" shall mean low or no acute or chronic toxicity to humans, affect a narrow range of pest species, and limits or eliminates exposure of humans and non-target organisms.
- 5. "LEED (Leadership in Energy and Environmental Design)" shall refer to the green building certification program. Buildings are certified: Silver, Gold, and Platinum, based on the points earned.
- 6. "Outdoor Pests" shall mean such as are birds, snakes, lizards, vertebrates other than commensal Rodents, termites, other wood-destroying organisms, mosquitoes and insects that primarily feed on outdoor vegetation and are found within the outside of the Facility.
- 7. "Pests" shall include the meaning, but are not limited to cockroaches, ants, millipedes, fleas, bees, mites, bed bugs, spiders, silverfish, pantry pests, fabric or paper pests, flies, any other incidental invaders, and all insects normally included in household pest controlling.
- 8. "Pesticides" shall mean the chemical or biological agents that deter, incapacitate, kill, or otherwise discourage Pests.
- 9. "Primary Spaces" shall encompass each floor of a Facility(ies) and includes, but is not limited to offices, recreation spaces, storage rooms, kitchen/lounges, janitorial closets, equipment rooms, break rooms, restrooms, locker rooms, dressing rooms, snack bars, restaurants, boiler rooms, docks and exteriors.
- 10. "Rodents" shall mean Order (Rodentia) of relatively small gnawing mammals (such as but not limited to, mouse, or squirrels) that have in both jaws a single pair of incisors (teeth) with a chisel-shaped edge.
- 11. "Secondary Spaces" shall include, but is not limited to stairwells, file rooms, and some unused spaces.

- 12. "Tertiary Spaces" shall include but is not limited to large open cubicle spaces.
- 13. "Vehicles" shall mean Aviation automotive fleet; inclusive of, but not limited to large and small buses, cars, trucks, vans, small and large automobiles as listed in the line items of the solicitation.

#### 2.4 METHOD OF AWARD

Award of this Contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the Solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected.

#### 2.5 PRE-BID CONFERENCE (AND SITE VISIT (OPTIONAL)

It is highly recommended that Bidders attend the Pre-Bid Conference and Site Visit to become familiar with any conditions which may, in any manner affect the services to be provided. Bidders are advised to carefully examine the requirements and specifications in this Solicitation, and to become thoroughly aware of all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. The Pre-Bid Conference and Site Visit has been scheduled as follows:

Pre-Bid Conference and Site Visit will be held on TBD at 10:00 AM (EST) at TBD 4200 NW 36<sup>th</sup> Street, Miami, FL 33122, Building 5A, 2<sup>nd</sup> Floor Conference Room and will also be available via Zoom Webinar. To join the Zoom Webinar, please visit https://miamidade.zoom.us/ and join Webinar ID: TBD.

Members of the public are not required to enter their name to join the webinar if they do not wish to do so. Members may identify themselves as "Public Attendee." Members of the public will be permitted to pose questions at the end of the Pre-Proposal Conference. In order to do so, attendees must use the "Raise Your Hand" functionality in Zoom and then select "Raise Your Hand."

- Zoom Room will open at 10:00 AM (EST) to admit participants
- Host: Procurement Contracting Officer Justin Espagnol
- Zoom Host Username: justin.espagnol@miamidade.gov
- Zoom ADA Contact: <a href="https://zoom.us/accessibility">https://zoom.us/accessibility</a>, Justin Espagnol at <a href="justin.espagnol@miamidade.gov">justin.espagnol@miamidade.gov</a> and MDAD ADA Coordinator Jessica Marin at <a href="jamarin@flymia.com">jamarin@flymia.com</a> or 305-876-7747
- Link to Download Zoom: https://zoom.us/download

Bidders are requested to arrive and/or log on promptly as the meeting will start on time, and to have access to and/or a copy of the Solicitation on hand during the Pre-Bid Conference and Site Visit. The Cone of Silence does not apply to this meeting, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting, and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Bidders to attend the Pre-Bid Conference and Site Visit. Bidders must bring their driver's license or other government issued identification with them for the Site Visit.

#### Site Visit Instructions:

After concluding the Pre-Bid Conference, Site Visits of the locations facilities will immediately follow. The Site Visit will be limited to two (2) representatives per firm. To assist in our planning including obtaining necessary security clearances, firms are required to submit the names of the individual(s) attending, last four (4) digits of their Social Security Number and their driver's license or passport number, as well as their respective date of birth to Justin Espagnol at <a href="mailto:justin.espagnol@miamidade.gov">justin.espagnol@miamidade.gov</a> or designee and copy the Clerk of the Board at <a href="mailto:clerk.board@miamidade.gov">clerk.board@miamidade.gov</a> no later than TBD at TBD PM (EST). Please state in your email that you are submitting the information in order to be scheduled for the referenced Site Visit. Those individuals that fail to submit the required information in a timely manner will not be able to attend the Site Visit.

#### 2.6 BIDDER REQUIREMENTS

In addition to the requirements detailed in Section 1 - General Terms and Conditions, Paragraph 1.2 - Instructions to Bidders, the Bidder shall meet the following requirements to be considered for award:

2.6.1 The Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing integrated pest management services. The Bidder or Bidder's Subcontractor shall provide three (3) <u>different</u> references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing integrated pest

management services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.

The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor have sufficient expertise in the industry and its firm is properly equipped to provide the required integrated pest management services.

- 2.6.2. Bidder(s) shall assign a competent company representative who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant Contract in order to provide MDAD's Project Manager or designee with support and information. The company representative shall be able to communicate with MDAD's Project Manager or designee and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, title, phone number, and e-mail address. All resources shall be available Monday through Friday during normal business hours (7AM to 6PM, EST.) to provide immediate support and expedite purposes.
- 2.6.3 The Bidder shall provide proof that their employees and or Bidder's Subcontractor are Certified Pest Control Operators (CPCO) in the category of General Household Pest and Rodent Control. A copy of the current certification or a printout from the Florida Department of Agriculture and Consumer Services website for each employee who will provide services at a County facility shall be included with the bid submittal.
- 2.6.4 The Bidder or Bidder's Subcontractor shall be authorized by the Florida Department of Agriculture and Consumer Services to operate a pest control business. A copy of the current license per location authorized by the State or a printout from the website shall be included with the bid submittal.
- 2.6.5 As a condition of award and at the County's request prior to award, Bidder shall provide a price breakdown by percentage for all quoted prices for the purpose of future price adjustments in accordance with Living Wage requirements (labor portion of price) and change in Consumer Price Index (non-labor portion of price). See Sections 2.8 and 2.9 herein for additional information.

Bidder shall provide all of the specified information, documents and attachments <u>listed above</u> to be considered for award. All information, documents, and/or attachments listed above are due with the Bid by the solicitation's end time and date. Bidders are **strongly cautioned** to refrain from providing with their Bid submittal any supplemental/ancillary documentation that is **not** specified in this Solicitation. Such documentation (i.e. a proposal, price quote, company literature, marketing material, etc.) is **not** required or desired to be provided for this Solicitation.

The County may, at its sole discretion and in its best interest, allow the Bidder to complete, supplement or supply the required information, documents and/or attachments during the bid evaluation period. Failure to provide all the required information, documents and/or attachments with the Bid or, if allowed, as requested by the County during the Bid evaluation period, may result in the Bidder being declared non-responsive or non-responsible.

During the bid evaluation period, the County's Strategic Procurement Department will review the information, documents and/or attachments submitted by the Bidder, may request additional information from the Bidder, and/or obtain additional information from available sources, to completely evaluate the Bidder's submittal and ascertain that the Bidder meets the stipulated requirements and determine the Bidder's ability to perform under a resulting Contract. The County shall be sole judge of a Bidder's compliance with requirements and the Bidder's ability to perform under a resulting Contract. Failure to meet the stipulated requirements or to demonstrate ability to perform under a resulting Contract, as determined by the County, may result in the Bidder being declared non-responsible.

During a resulting Contract, the Bidder has an obligation to advise the County of any changes, intended or otherwise, to the evidence given in compliance with the requirements in this Solicitation.

#### 2.7 PRICES

- 2.7.1 Bidder must provide pricing in INFORMS indicating one (1) unit price for the line item as described, in accordance with all applicable terms and conditions of this Solicitation. Estimated quantities are provided for Bidder's guidance only. Refer to Section 1, Paragraph 1.9, Quantities.
- **2.7.2** If the Bidder is awarded a contract, the quoted prices shall remain fixed for a period of no less than twelve (12) months from the effective date of the contract.
- 2.7.3 Bidder's prices offered shall be inclusive of all necessary labor, transportation, material, equipment, mobilization, demobilization, fuel, travel, fees, and any other element of cost or price to furnish a comprehensive IPM structure of inspection and services for MDAD comprehensive IPM structure of inspection and services for MDAD. Additional charges of any kind will not be accepted throughout the life of the Contract.
- **2.7.4** MDAD's Project Manager, or designee reserves the right to negotiate lower pricing during the contract period based on market conditions or other factors that influence price.
- **2.7.5** The Awarded Bidder may offer incentive discounts to MDAD's Project Manager, or designee for any line items at any time during the Contract term, including any extension thereof.
- 2.7.6 In accordance with General Terms and Conditions, Section 1.3 Preparation of Bids, alternate bids are NOT allowed.

#### 2.8 LIVING WAGE AND PRICE ADJUSTMENT

Bidders are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as amended by Ordinance [Governing Legislation], will apply to this contract, pursuant to this solicitation. By submitting a bid or executing a contract pursuant to these specifications, the bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. For further details, access the following link: Miami-Dade County Living Wage.

The **labor portion** of the Contractor's prices will be adjusted in accordance with the Miami-Dade County Living Wage rate adjustment, as published periodically in Miami-Dade County's Living Wage Webpage. As such, the awarded Bidder shall adjust the employees' pay rate by the same percentage increase. All adjusted price(s) shall be memorialized by the County in writing through the issuance of a Contract Modification including an effective date of the price adjustment.

The Living Wage Rate Notice for the current fiscal year can be obtained via the following link: <a href="https://www.miamidade.gov/global/business/smallbusiness/living-wage.page">https://www.miamidade.gov/global/business/smallbusiness/living-wage.page</a>.

#### 2.9 PRICE ADJUSTMENT BASED ON CPI

The County may consider an adjustment to the **non-labor portion** of the Awarded Bidder's based on the percentage change in the value of the most recent <u>Consumer Price Index</u> (CPI), as amended or replaced by the U.S. Bureau of Labor Statistics (BLS), for the below index. The base CPI Index for adjustments will be the Index published by the BLS for the below CPI Series in the month and year when the solicitation ended (or the month prior to the solicitation's end date if the solicitation's end month is not published by the BLS), and the base price shall be the contract's initial price(s). The period used to calculate the adjustment will begin in the month when the solicitation ended (or the month prior to the solicitation's end date if the solicitation's end month is not published by the BLS) and will include as many months as have been published by the BLS at the time of the adjustment.

CPI Series Id: CUURS35BSA0, CUUSS35BSA0

Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, All Urban Consumers, Not Seasonally Adjusted

Area: Miami-Fort Lauderdale-West Palm Beach, FL

Item: All items

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision to the Strategic Procurement Department. For any adjustment to commence in October of the next one-year period, the request for adjustment should be submitted no later than sixty (60) days prior to expiration of the then current one-year period. The Awarded Bidder's adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the Awarded Bidder in accordance with these requirements, the County will assume that the Awarded Bidder has agreed to waive any pricing adjustment for the next one-year period.

If a requested increase is approved, it shall be memorialized by in writing through the issuance of a Contract Modification including an effective date of the price adjustment. Adjusted prices shall remain firm for at least twelve (12) months.

The County reserves the right to reject any price adjustments submitted by the Awarded Bidder.

#### 2.10 METHOD OF PAYMENT AND INVOICING

Awarded Bidder shall submit invoices and any associated and required back-up documentation electronically or in hard copy format once a month, or as otherwise directed by MDAD, to the County as follows:

Miami-Dade County Aviation Department PO Box 526624 Miami, FL 33152-6624 Attention: Accounts Payable

OR

Email to: payables@miami-airport.com

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

In addition to the terms and conditions stated in Section 1.2.H – Prompt Payment Terms, and 1.36 Invoices, the County will pay the Awarded Bidder's total annual price in 12 equal monthly installments each year. No invoices shall be approved for payment unless the County has received all required documents as listed in Section 1.36.

#### 2.11 SMALL BUSINESS CONTRACT MEASURES

The following measure will apply to this solicitation as detailed below:

#### 2.12 LIQUIDATED DAMAGES

Failure to deliver the minimum of ninety (90) total verifiable and documented labor hours of service per calendar week in accordance with Section 3.12.B of this solicitation shall cause the Awarded Bidder to be subject to financial damages in the amount of \$200.00 per hour for each week that the labor hours of service were not delivered and accepted, as compensation due to the County for loss of performance and for additional costs incurred due to such unmet requirement. The County shall have the right to deduct liquidated damages from any amount due, or that may become due, to the Awarded Bidder under the resulting Contract, or to invoice the Awarded Bidder should the liquidated damages exceed the amount due to the Awarded Bidder.

#### 2.13 ADDITION OR DELETION OF FACILITIES/VEHICLES/SERVICES

Additions and/or deletions of facilities, vehicles and/or services shall be memorialized in writing through the issuance of a modification to the contract.

#### A. Addition of Facilities/Vehicles/Services

Although this Contract identifies specific facilities and vehicles to be serviced as well as services to be performed, it is hereby agreed and understood that MDAD may at its option add new facilities, vehicles, and similar services to the Contract. If facilities, vehicles, and/or similar services needs to be added to the Contract, price quotes will be solicited from the Awarded Bidder on the existing Contract. MDAD reserves the right to award such facilities, vehicles, and/or similar services to the Awarded Bidder or to acquire such through a separate solicitation or other procurement method.

The County shall provide the Awarded Bidder with advance notice of all change requirements so as to allow for proper scheduling of services.

### B. <u>Deletion of Facilities/Vehicles/Services</u>

Facilities, vehicles and/or services may be deleted, when such are no longer required during the term of the Contract; upon written notice to the Awarded Bidder.

#### 2.14 INSURANCE REQUIREMENTS

This section supersedes Section 1, Paragraph 1.22, A.2 and 3 as stated below:

- 2. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. \$2,000,000 in the aggregate Miami-Dade County must be shown as an additional insured with respect to this coverage.
- 3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage. and \$5,000,000 if operating vehicles on the Airfield Operations Area, combined single limit for bodily injury and property damage liability.

#### 2.15 COUNTY USER ACCESS PROGRAM (UAP)

General Terms and Conditions, Section 1.37 does not apply to this Solicitation.

#### 2.16 FEDERAL AVIATION ADMINISTRATION (FAA) SPECIAL PROVISIONS

General Terms and Conditions, Section 1.59.A has been amended in part to include the following:

- 7. During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federalaid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38:
  - i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP).

To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# 2.17 CREDENTIALING / BADGING / PARKING

Bidder(s) shall be subject to all MDAD requirements, U.S. Transportation Security Administration (TSA), and U.S. Customs and Border Protection (CBP) mandates, pertaining to the issuance of airport identification badges, including: personnel completion of the Security Identification Display Area (SIDA) training conducted by MDAD, and respective background checks required by the TSA and CBP Unescorted Access Privilege Rule. Bidder(s) shall be required to conduct background investigations and to furnish certain data on such personnel before issuance of such ID badges, which data may include fingerprinting applicants for such badges. All personnel working need to be badged before work commences. Badges must be displayed at all times. The current fee at the time of this solicitation for fingerprinting for Criminal History Records Check (CHRC) is \$38.00 and \$20.00 for the issuance of an identification badge, for a total charge of \$58.00 per applicant biannually, which is subject to change. Parking for the Bidder, its staff and any Subcontractors shall be provided at the Bidder's expense. The current rates per decal are as follows: Four (4) months – Fee of \$120; Eight (8) months – Fee of \$240; Twelve (12) months – Fee of \$360. Rates are subject to change. Updated rates are published at <a href="http://www.miami-airport.com/airport-parking.asp#short">http://www.miami-airport.com/airport-parking.asp#short</a>.

For more information, access http://www.miami-airport.com/id badging info.asp.

#### 2.18 ACCESS TO RESTRICTED AREAS AND SECURITY INFORMATION

The Awarded Bidder's personnel may be provided with special instructions and/or restrictions associated with any of the listed Facilities. The County may guide the Awarded Bidder through such Facilities. Facility passes may be supplied by the County on an "as needed basis". MDAD may request that the Awarded Bidder provide comprehensive criminal background checks of their personnel at the Awarded Bidder's expense.

All employees of the Awarded Bidder requiring access to federally-regulated secure areas including, but not limited to the Airfield Operations Area (AOA) and the Federal Inspection Services (FIS) areas, and areas beyond security checkpoints, MUST undergo individual background screening (e.g., 10-year employment history verification, fingerprinting, etc.) completed by MDAD and comply with all security rules and regulations mandated by U.S Customs and Border Protection (CBP), U.S. Transportation Security Administration (TSA), and Federal Aviation Administration (FAA). Refer to General Terms and Conditions, Section 1.48, Additional/Special Security Requirements at Certain Miami-Dade County Departments for additional information.

While performing services on airside property (AOA) the following is required:

- 1. The Awarded Bidder must obtain an AOA Vehicle Decal for each vehicle operating on the AOA.
- 2. Operators of vehicles must obtain an AOA Driver's License issued by MDAD.

#### 2.19 COMPLIANCE REQUIREMENTS

#### A. Protection of Property:

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage and interruption of services, at all times by the Awarded Bidder(s) during the term of this Contract. The Awarded Bidder(s) shall be responsible for repairing or replacing any property damage caused by the Awarded Bidder(s) to the satisfaction of MDAD's Project Manager, or designee, should it be damaged by reason of the Awarded Bidder(s) operation on the property.

#### B. Personnel Identification:

When on County property, all personnel employed by the Awarded Bidder(s), including any Subcontractor and Subcontractor's employees when applicable, shall wear distinctive uniform clothing with the Awarded Bidder's name on their uniform in an easily identifiable manner and shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. All personnel shall wear appropriate Security Identification Displayed Area (SIDA) badges in order to provide services without an escort in secure areas of the Airport Operations Area (AOA) and/or in areas where a United States Custom Seal is required.

# C. <u>Legal Requirement for Pollution Control</u>:

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through the Department of Regulatory and Economic Resources.

#### D. Hazardous Conditions and Disposal of Hazardous Waste:

Hazardous conditions shall be immediately reported to MDAD's Project Manager or designee. In the event that hazardous waste is generated as defined by EPA, or the Florida Department of Environmental Protection, it must be disposed in accordance with all local, State, and Federal laws. A copy of the completed final manifest for any related hazardous materials shall be sent to MDAD upon request, at the completion of any disposal transaction.

# E. Safety:

The Awarded Bidder shall perform all work in a manner that meets all accepted standards for safe practice in the performance of this contract. The Awarded Bidder shall take all necessary precautions to ensure civilian and employee safety at all times and to ensure the containment of the pesticide to the Facility of application. All services provided by the Awarded Bidder under the resultant contract must be performed by certified technicians that have the training and experience to safely perform this service.

#### F. MDAD Environmental Policy Compliance:

In addition to General Terms and Conditions, Section 1.14 Federal, State and Local Requirements Compliance, the Awarded Bidder shall comply with the Miami-Dade Aviation Department Environmental Policy (Attachment 1). The Awarded Bidder shall conduct Contract activities in accordance with all such applicable requirements, regulations, directives, ordinances, and other governmental authorizations, and certifies that all required licenses, certifications, and permits are current and available upon request to MDAD's Project Manager, or designee. The Contractor acknowledges that it is responsible for ensuring that its employees and subcontractors who perform services on site during the term of the Contract shall receive and review all relevant information and material.

# G. ISO 14001 Compliance:

Awarded Bidder(s) and their Subcontractor(s) working at Miami-Dade Aviation Department, are subject to compliance with ISO 14001 the internationally recognized standard for environmental management systems. Awarded Bidder(s) will receive environmental responsibility training and familiarization about the ISO 14001 protocol from the Miami-Dade Aviation Department Maintenance Division.

#### 2.20 FORCE MAJEURE

This section supersedes General Terms and Conditions, Section 1.60 Force Majeure, is being replaced by the following:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods, or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

#### 2.21 TRUST AGREEMENT

2.21.1 Incorporation of Trust Agreement by Reference

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002 as amended from time to time, by and between among the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link:

https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf

#### 2.21.2 Adjustment of Terms and Conditions

If, at any time during the term or any extension thereto, as applicable, of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

#### **SECTION 3**

#### SCOPE OF WORK/TECHNICAL SPECIFICATIONS

#### 3.1 SCOPE OF WORK

The Awarded Bidder shall be responsible for providing all labor, supervision, equipment and materials necessary to perform IPM for the Miami-Dade Aviation Department (MDAD). All services performed shall be as set forth by Chapter 482 Florida Statutes and 5E-14 Florida Administrative Code.

Pests included are those found in urban entomology references such as Mallis and Truman's Scientific Guide. Pests to eliminate, but not limited to indoor populations of domestic rats, mice, cockroaches, ants, silverfish, bed bugs, fleas, spiders, and any other arthropod pests. Pests specifically excluded from this solicitation are birds, snakes, lizards, vertebrates other than commensal rodents, termites, other wood-destroying organisms, mosquitoes and insects that primarily feed on outdoor vegetation and are found within the outside property boundaries of the buildings.

The Awarded Bidders shall engage proper IPM standards and concepts as referenced in Green Shield, Green Pro, EcoWise, LEED Guidelines, and other equivalent literature. Recommended least toxic products shall be considered such as those listed in the "Our Water Our World" or the BIRC annual least toxic publication list. Reference to these lists does not imply or express endorsement of any listed item. The County has numerous LEED certified buildings that will require the Awarded Bidder to follow all proper protocols to keep these buildings in compliance.

#### 3.2 FACILITIES

The Awarded Bidder shall adequately eliminate all Pest and Rodents found within each Facility/location. Also, the Awarded Bidder shall eliminate all Pest located outdoors, within ten (10) feet of each Facility; excluding Outdoor Pests.

In addition, the Awarded Bidder must eliminate the outdoor population of Rodents located within 200 yards of each Facility/location. When Pest combs are located on the outside of walls, the Awarded Bidder shall remove dead Pests, bees, honey, and combs after successful eradication. In situations where a lift is required; with prior approval from the County, the Awarded Bidder may rent a lift. The rental cost associated with the lift shall be at no additional cost to the County.

#### 3.3 VEHICLES

The Awarded Bidder shall adequately eliminate Pest and Rodent activity using equipment and/or products that target Pests and Rodents in and around their harborage/breeding areas within the vehicles. The Awarded Bidder shall only use products that are made to service vehicles and/or buses, unless otherwise approved by MDAD. The areas within the vehicles that may require treatment include but are not limited to, inside vehicle control panels, behind trim molding, inside electronic compartments, beneath the floor, behind seat mounting plates, seat rails, exterior electric relay panels, interior wheel-well cavities/molding, and beneath the rear seats as necessary. The Awarded Bidder shall utilize containerized baits, handheld baits, air flushing, and use of a Pest control vacuum, preferably.

With advance notification, MDAD will assist the Awarded Bidder by making voids accessible as needed. The Awarded Bidder shall ensure that the placement of materials within the vehicles are done in a manner that does not impact normal operations or cleaning.

#### 3.4 MINIMUM FREQUENCY OF SERVICE FOR FACILITIES

All airport Facilities must be inspected and/or treated at a minimum of once per month; unless, otherwise indicated and approved on the ensuing Pest Management Plan for the subject Facility(ies) as described in Section 3.7. The frequency may increase and/or decrease at MDAD's direction at no additional cost to MDAD. The minimums indicated <u>do not</u> relinquish the Awarded Bidder from its responsibility of providing the necessary services, inclusive of frequency of service visits and personnel to adequately service each Facility to MDAD's satisfaction and in accordance with acceptable and successful IPM standards.

#### 3.5 HOURS OF OPERATION

The Awarded Bidder shall perform all work under the resultant contract Monday - Friday, during the hours of operation of 7:00 AM – 6:00 PM (EST) for each Facility, which does not adversely affect human health or productivity. Prior to commencement of regular service, the Awarded Bidder shall notify MDAD at least two (2) business days in advance. That notification shall identify the Facility(ies) and contain the time, and date service will be provided for each Facility. **MDAD shall have the final say as to when services are scheduled.** 

With prior approval from MDAD's Pest Control Manager; pesticides with a high capacity to vaporize either active or inert components shall be applied at night or on weekends when the Facility is vacated to allow for ventilation before re-occupancy. When it is necessary to perform work outside the designated hours of operation, the Awarded Bidder shall notify the County at least two (2) business days in advance.

#### 3.6 INSPECTIONS AND TREATMENT SERVICES

All inspections and services shall be authorized by the Awarded Bidder's Certified Pest Control Operator (CPCO) before the commencement of service. At a minimum, the Awarded Bidder shall perform the following inspections and treatment services:

#### A. Initial Inspections:

Conduct a thorough initial inspection upon effective date of the contract or when being awarded a new Facility(ies). The initial inspection is for the purpose of evaluating the needs of each Facility. The Awarded Bidder shall present the findings per Facility to MDAD. Upon completion of the initial inspection, a Pest Management Plan (See Section 3.7 – Pest Management Plan) must be created.

#### B. Routine Inspections/Treatment Services:

Conduct a regularly scheduled inspection and treatment services for Pests and Rodents, set out or collect monitoring traps, and treat Facilities for Pests and Rodents as needed. Primary Spaces shall be inspected and serviced at a minimum once per month. These services are classified as a routine priority classification. Although these frequencies are minimums, it is the Awarded Bidder's responsibility to increase frequencies as necessary to ensure the intent of this solicitation is satisfied. The Awarded Bidder shall also provide drain fly treatment services as needed.

#### C. Emergency Inspections/Treatment Services:

Conduct as-needed emergency inspection(s) and treatment service(s) in response to MDAD's request, 24 hours a day, 7 days a week, 365 days a year at no additional cost to MDAD. Emergency services fall under the emergency & urgency priority classification; therefore, services shall be rendered within four (4) hours of notification by MDAD. MDAD reserves the right to elevate any inspection/treatment services to an emergency.

#### D. Call-Back/Treatment Services:

Conduct a follow-up inspection and/or treatment service(s) when requested by MDAD. Call-back/treatment services falls under the expedited priority classification; therefore, services shall be rendered within one (1) business day of notification by MDAD, at no additional cost to MDAD.

#### E. Bait Stations:

The Awarded Bidder shall install and maintain at minimum three hundred (300) approved bait stations in the Terminal Building and at minimum another additional three hundred (300) bait stations shall be installed and maintained in other areas within MIA. The quantity of baiting stations that the Awarded Bidder must install at each Facility or all Facilities may increase and/or decrease at MDAD's sole discretion, at no additional cost to MDAD.

#### F. Pheromone Bee Traps at MIA:

Install and maintain a minimum of thirty (30) pheromone bee traps on the periphery of MIA for the purposes of intercepting honeybee swarms. The cone style trap is required unless they cannot be obtained. Traps shall be provisioned with pheromones continuously. Cones must be replaced as needed for reasons such as, but not limited to situations where bees have established a colony, cones have become unserviceable, or the cones have gone missing.

# G. Optional Bee Eradication Services

The Awarded Bidder shall provide on an as-needed basis bee swarms/colonies eradication services for OPF, TMB, X51, and TNT airports.

#### 3.7 PEST MANAGEMENT PLAN (PMP)

The Awarded Bidder shall submit a written PMP for MDAD's review and compliance analysis, seven (7) business days after completion of the initial inspection of each Facility authorized by the Awarded Bidder's designated CPCO. Should the PMP be deemed unacceptable by MDAD, the Awarded Bidder shall have five (5) business days to submit a complete revision. Upon approval of the PMP by MDAD, the Awarded Bidder shall provide an e-mail copy to each Facility point of contact and the County's Pest Control Manager. In addition, MDAD may request to receive a hard copy of one or all of the approved PMP's at any time. If so, the Awarded Bidder shall provide the requested PMP plan(s) in the requested format within five (5) business

days. Any modifications and/or updates made to the PMP must be submitted to the County Pest Control Manager for review and approval prior to implementation.

At a minimum, the Awarded Bidder shall structure a PMP that addresses/consists of all of the following items:

- A. Service schedule for each Facility; include details of the service schedule for Primary, Secondary, Tertiary spaces for each Facility;
- B. Estimate what portion of actual service will be spent on inspection or survey;
- C. Provide a general description of sanitation conditions that may promote or lead to pest infestations;
- D. Describe in detail pest infestations that may be difficult to suppress and the course of action required to remedy the situation in detail;
- E. Indicate monitoring devices that will be employed, such as: inspect traps, whether they will be baited or not, and their replacement cycle;
- F. List equipment, supplies, and pesticides used for pest management, including brand names of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equivalent to be used in each Facility:
- G. Provide a copy of the current label and the most recent Material Safety Data Sheet (SDS) for all pesticide(s) to be used. Should any label(s) and/or SDS's initially provided with the PMP be updated or modified in any way throughout the term of the contract, it is the Awarded Bidder's responsibility to provide MDAD with copies of the new labels or SDSs which incorporate those changes.
- H. The Awarded Bidder is solely responsible for all components of contract conformity. **NOTE**: Additional labels and SDSs may be required to meet departmental needs at the request of the County;
- I. Residual pesticides shall be applied as a last resort and only when necessary. Use is to be approved by the Awarded Bidder's designated CPCO and the MDAD Pest Control Manager and must be notified.
- J. The Awarded Bidder's personnel may be provided with special instructions and/or restrictions associated with any of the awarded Facilities. The County may guide the Awarded Bidder through such Facilities. These special instructions and/or restrictions, provided by MDAD, must be incorporated into the Awarded Bidder's PMP. Refer to Sections 2.17 and 2.18 for additional information.

#### 3.8 REPORTING & RECORDKEEPING

The Awarded Bidder shall utilize Microsoft compatible software for reporting and recordkeeping to enable MDAD to monitor the Awarded Bidders' work in a timely and efficient manner. The Awarded Bidder must create a report for each inspection and service call. All reports must be kept in sequential numbered order. All service reports shall be submitted within two (2) business days of services being rendered to the County Facility manager and the MDAD Pest Control Manager. MDAD may at any time request any report or any series of reports as deemed necessary. The requested report must be provided within two (2) business days from the date of request at no additional cost to MDAD.

At a minimum, the Awarded Bidder shall, structure all report(s) with the following:

- A. Designate the name of service technician(s), date, and location of service;
- B. Time spent at Facility (scan electronic coding system upon arrival and departure of each serviced Facility);
- C. Location of infestation, Pests found, type of pest management procedures employed and pest control materials utilized;
- D. Identify Pesticides used, method of application, active ingredients, and provide the EPA (United States Environmental Protection Agency) number; and
- E. Detail any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

The Awarded Bidder shall utilize an electronic coding system (ECS) to accurately capture the time spent at each Facility (i.e. barcodes, quick response code's). The ECS's/barcodes shall be installed in all Facilities within two (2) months of contract award. A minimum of one (1) ECS/barcode shall be installed for each Facility and on each floor within each Facility, unless otherwise directed by MDAD. Additional ECS/barcodes may be requested at the County discretion, at no additional cost to MDAD.

#### 3.9 PESTICIDES

The Awarded Bidder shall only use Pesticides disclosed and previously approved on the PMP. All Pesticides used by the Awarded Bidder shall be registered with the EPA. All products shall be used in a manner consistent with this contract. Application of least toxic products consistent with IPM practice do not require notification.

No Pesticide products, containers or dispersal equipment that is the property of the Awarded Bidder shall be stored on County property. No pesticides or pest control devices/equipment shall be left behind for use/application by MDAD personnel.

The Awarded Bidder shall use perimeter spraying in rare circumstances when approved by the County.

Some Facilities are/will be LEED designated. For these Facilities, LEED protocol shall be followed including the choice of LEED Tier III Pesticides or Pesticides that conform to the LEED Reduced Risk Assessment Standard. Exceptions shall conform to the LEED guidelines. Product choices shall generally be chosen from vetted reduced risk product lists such as the Our Water Our World list, the BIRC list, Eco Wise List. To the extent possible, the LEED Guideline shall be engaged in all Aviation Facilities.

At a minimum, the Awarded Bidder shall:

- A. Coordinate pesticide application with MDAD;.
- B. Transport, handle, and use all pesticides in strict accordance with the manufacturer's label instructions;
- C. Apply pesticides in any inside or outside area of a Facility, upon visual inspection or monitoring, indicating the presence of Pests in that specific area.
- D. Service the Facility accordingly where fresh rodent droppings, burrows, rub marks or runways are sufficient to indicate the presence of rodents in an area;
- E. Upon MDAD's request, provide samples of the Pesticides for laboratory analysis:
- F. Replace ineffective Pesticides due to an increase in Pest resistance; and
- G. Report and record all applications of Pesticides.

#### 3.10 INSECT CONTROL

- A. <u>Non-Pesticide Methods</u>: The Awarded Bidder shall use non-insecticidal methods to include Pest control vacuums, steam, freezing for insect control whenever and wherever possible.
- B. <u>Application of Insecticides</u>: When it is determined that an insecticidal dust or liquid must be used in order to obtain adequate insect control, the Awarded Bidder shall employ the least hazardous product, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Liquid or dust insecticide formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. MDAD approval is required before the application of residual pesticide.
- C. <u>Insecticide Bait Formulations</u>: The Awarded Bidder shall use bait formulations as the standard pesticide product for typical office space, along with habitat modification and cultural recommendations. Containerized and other types of bait formulations shall be used for cockroach and ant control to the greatest extent possible.

#### 3.11 RODENT CONTROL

A. <u>Indoor Trapping</u>: The Awarded Bidder shall only use trapping devices for rodent control inside occupied Facilities. All trapping devices shall be concealed out of general view and in protected areas so as not to be affected by routine cleaning and other Facility operations. For aesthetic and/or safety reasons there are times when traps must be placed in trap boxes or otherwise protected. Trapping devices shall be checked daily or on a schedule approved by MDAD. Trapping shall not be performed during times when trap maintenance can be delayed (i.e. weekends, holidays, etc.) in Facilities which are occupied by people.

Trapping may continue in Facilities that are normally vacant during weekends and holidays. **Trapping schedule shall be coordinated with the County Facility manager, unless otherwise directed by the County.** In these Facilities, traps shall be inspected and serviced, during the designated hours of operation, on the first business day after the weekend or Holiday. The Awarded Bidder shall remove trapped or dead rodents from inside and/or around all Facilities within four (4) hours of notice by the County, as this is considered an emergency inspection/treatment service. Additionally, the Awarded Bidder shall dispose of all trapped rodents and all rodent carcasses in a sanitary and safe manner.

B. <u>Use of Rodenticides</u>: Rodenticide products shall not typically be used inside any Facilities. County approval is required in exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied Facilities

prior to treatment application. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, and in EPA-approved tamper-resistant bait boxes. All rodenticides shall be collected and removed from County Facilities after a rodent outbreak has been abated.

- C. <u>Use of Bait Boxes</u>: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. When using bait boxes, the Awarded Bidder is required to adhere to the following:
  - a) Furnish keys, upon County request, to inspect the interior of all rodent bait stations;
  - b) All bait boxes shall be placed out of general view and in locations where they will not be disturbed by routine Facility operations;
  - c) The lids of all bait boxes shall be securely locked or fastened shut;
  - d) All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be easily picked up or moved;
  - e) Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box;
  - f) All bait boxes shall be labeled with the Awarded Bidder's business name, address, date of the installation and each servicing. A map listing locations shall be maintained by Awarded Bidder of all permanently installed bait stations. This map listing shall be made available to the County upon request;
  - g) Replace damaged or missing bait boxes; and
  - h) Permanently installed rodent baiting stations shall be removed at the end of the contract term or the earlier termination thereof.
- D. Prohibited: Use of glue traps for Rodent control is **Not Allowed**.

#### 3.12 PERSONNEL

In conjunction with the Awarded Bidder's designated CPCO, all staff must be properly trained and/or qualified, familiar with current IPM practices, and able to effectively utilize IPM procedures when dealing with actual or potential pest infestations.

The Awarded Bidder shall designate a CPCO to administer the technical aspects of this contract. The CPCO shall:

- a) Enhance and complete the Scope of Work detailed in this solicitation as necessary to formulate an effective plan for the listed Facilities and sign off on the PMP;
- b) Sign off on the list of Pesticides used in the program;
- c) Ensure that technicians are trained to apply said Pesticides consistent with the label, the PMP, and good IPM standards:
- d) Receive all re-service requests;
- e) Be available to assess challenging problems consistent with IPM standards and instruct technicians on the standards and recommendations:
- f) Review technician performance by reviewing service technician reports and personal observation;
- g) Guide and respond to technician concerns and questions as necessary; and
- h) Copy designated MDAD personnel and the MDAD Pest Control Manager on issues related to this IPM contract.

#### 3.13 MINIMUM STAFFING

The Awarded Bidder pesticides personnel shall provide a minimum of ninety (90) total **verifiable and documented** laborhours of service per calendar week. Such documentation must be submitted with the invoice for validation by MDAD. The minimum staffing hours are based on the current Facilities. As new Facilities are added, deleted, and/or modified, the number of labor-hours of service required per calendar week shall be adjusted accordingly to the MDAD's satisfaction. Refer to Section 2.12 of this Solicitation regarding noncompliance with this requirement.

#### 3.14 VEHICLE REQUIREMENTS

The Awarded Bidder vehicle and equipment shall be in proper working conditions, free from leaking fluids. All equipment shall include all safety devices, properly installed and maintained. If the County determines that the equipment is deficient in safety devices, the Awarded Bidder will be notified immediately. The Awarded Bidder shall remove the deficient equipment from service and replace it with working equipment.

The Awarded Bidder's vehicles shall be clearly identified with the company's name on both sides and must be legible at a minimum of fifty (50) feet away during daylight hours. The Company name and graphics shall be uniform in design and color on all of the Company's vehicles.

# **END OF SECTION**

# **SECTION 4**

# **SUBMITTAL REQUIREMENTS**

	TO BE COMPLETED BY ALL BIDDERS					
	Refer to Paragraph 2.6 to ensure that Bidder's responses and attachments comply with the Solicitation's requirements.					
Paragraph Reference	Bidder Requirements					
	The Bidder or Bidder's Subcontractor shall be regularly engaged in the business of providing integrated pest management services. The Bidder or Bidder's Subcontractor shall provide three (3) <u>different</u> references from customers to whom the Bidder or Bidder's Subcontractor has provided or is currently providing integrated pest management services as described throughout this Solicitation. In lieu of the references from the Bidder or Bidder's Subcontractor, the County will consider the references from Bidder's key personnel in accordance with Resolution No. 1122-21.  The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Bidder/key personnel/Subcontractor has successfully provided the services (Section 4: Bid Submittal). These references shall ascertain to the County's satisfaction that the Bidder/key personnel/Subcontractor have sufficient expertise in the industry and its firm is properly equipped to provide the required integrated pest management services.					
	Reference Company Name No. 1:					
	Is reference for the Bidder, Subcontractor, <b>or</b> key personnel:					
	If <b>Subcontractor</b> , then identify the name of the Subcontractor:					
	If <b>key personnel</b> , then identify the name of the key personnel:					
	and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 1."					
	Contact's name: Title:					
2.6.1	Address:					
	Phone Number: Email:					
	Reference Company Name No. 2:					
	Is reference for the Bidder, Subcontractor, <b>or</b> key personnel:					
	If <b>Subcontractor</b> , then identify the name of the Subcontractor:					
	If key personnel, then identify the name of the key personnel:					
	and make sure that company key personnel worked for is listed <u>above</u> as "Reference Company 2."					
	Contact's name: Title:					
	Address:					
	Phone Number: Email:					
	Reference Company Name No. 3:					
	Is reference for the Bidder, Subcontractor, <b>or</b> key personnel:					
	If <b>Subcontractor</b> , then identify the name of the Subcontractor:					

	If key personnel, then identify the name of the key personnel:							
	and make sure that company key personnel worked for is listed above as "Reference Company 3."							
	Contact's name: Title:							
	Address:							
	Phone Number: Email:							
2.6.2	Bidder(s) shall assign a competent company representative who is cognizant of industry standards and is authorized to discuss matters pertaining to the resultant Contract in order to provide MDAD's Project Manager or designee with support and information. The company representative shall be able to communicate with MDAD's Project Manager or designee and shall have full authority to act on behalf of the Bidder on all matters related to the resultant contract. Bidders are required to provide their designated company representative's name, title, phone number, and e-mail address. All resources shall be available Monday through Friday during normal business hours (7AM to 6PM, EST.) to provide immediate support and expedite purposes.  Name of Bidder's Authorized Representative:  Title of Bidder's Authorized Representative:  Phone Number:  E-mail address:							
2.6.3	The Bidder shall provide proof that their employees and or Bidder's Subcontractor are Certified Pest Control Operators (CPCO) in the category of General Household Pest and Rodent Control. A copy of the current certification or a printout from the Florida Department of Agriculture and Consumer Services website for each employee who will provide services at a County facility shall be included with the bid submittal.  Initial as certification(s) submitted with bid:							
2.6.4	The Bidder or Bidder's Subcontractor shall be authorized by the Florida Department of Agriculture and Consumer Services to operate a pest control business. A copy of the current license or a printout from the website shall be included with the bid submittal.  Initial as license submitted with bid:							
2.6.5	As a condition of award and at the County's request prior to award, Bidder shall provide a price breakdown by percentage for all quoted prices for the purpose of future price adjustments in accordance with Living Wage requirements (labor portion of price) and change in Consumer Price Index (non-labor portion of price).							

# MARKET RESEARCH

Contract No.: EVN0013521	Recommendation:
Title: Integrated Pest Management (IPM) Replacement	<ul> <li>□ Exercise Option to Renew (OTR)</li> <li>□ Non-Competitive Acquisition</li> <li>⊠ Solicit Competition</li> </ul>
Procurement Contracting Officer/Associate: Justin Espagnol / Jennifer Gantt	☐ Access Contract ☐ Other

#### Background:

The Integrated Pest Management Program replacement is needed to eliminate indoor/outdoor populations of rodents, domestic rats, mice, cockroaches, ants, silverfish, flies, fleas, spiders and any other arthropod pest, and eliminate populations found in landscape areas outside for all five (5) airports in Miami-Dade County and from grounds within 200 yards of the buildings. The benefit of this service is to keep the airports and the surrounding areas clear of insects and rodents that try to infest the aforementioned areas. Miami-Dade Aviation Department (MDAD) has requested a replacement contract. The current contract is under the Facilities and Utilities Division with Tower Pest Control, Inc. however, at the beginning of the second quarter of 2025, it will be independently operated by MDAD. While this is not a new service; it will be a new service under MDAD's operation.

The current Work Order Proposal, EPP-WOPR0381-9-AV, was advertised on January 26, 2022, via RTQ-00381, for integrated pest management services for all five (5) MDAD airports. On the proposal submittal date, February 1, 2022, five (5) proposals were received and evaluated by the Review Team on April 18, 2022. The Review Team ranked, Tower Pest Control, Inc. as the highest qualified and experienced proposer from all the proposals submitted and evaluated. The current value of EPP-WOPR00381-9-AV is \$11,607,000.00, and set to expire on November 30, 2025. The continuation of pest management services is imperative to prevent infestations of pests and rodents at all five (5) Miami-Dade County airports.

#### Research Conducted:

Presently, the pest control industry is stable and expected to grow 3% from 2022 – 2032, according to BLS.gov. According to the Technical Marketing Services at CTech Corp., airports are susceptible to pest infestations which can cause a range of problems by disrupting airport operations and posing a risk to the health and safety of passengers and employees. There are three (3) categories of pests that are commonly found at airports: rodents, birds, and insects. Rodents can damage airport infrastructure, spread diseases, and cause electrical outages by chewing through wires. Birds can cause a range of problems from fouling runways and taxiways, to posing a risk to aircraft safety and colliding with airplanes. Insects can cause damage to airport facilities such as bed bugs that can hitch a ride on luggage and cause problems elsewhere. If they are not handled with professional expertise, pest infestations can cause significant damage to airport facilities, like runways, taxiways, and terminals. Attached are articles of passengers whose flights were cancelled, and witnesses of rodents bothering sleeping passengers, and crawling around looking for food on restaurant counters that were closed for the night. The vendor must be authorized by the Florida Department of Agriculture and Consumer Services to operate a pest control business and annually renew their Pest Control Operator's Certificate.

Below is a summary of the number of vendors identified in the pest control industry within Miami-Dade County.

- 186 local vendors identified on the Miami-Dade's Tax Collector's website.
- 1,122 businesses for Pest Control were found within 100 miles of MDAD's zip code on the U.S. Department of Labor Surplus Area Firms Directory's website.
- 7 vendors were identified, and listed below, on Miami-Dade's Business Management Workforce System (BMWS) website that will be directly notified once the solicitation is advertised.

BMWS Vendors						
Company Name	Email					
Active Pest Control Inc	645 NW 128th St	North Miami	FL	activepestcontrol1957@gmail.com		
Coffeys Pest Control Inc	13721 SW 109th Street	Miami	FL	coffeypestcontrol@gmail.com		

Rev. 05312023

El Toro Exterminator Of Florida, Inc.	1460 NW 107 Ave Bldg. I, Unit I	Miami	FL	alex@toropest.com
JW Special Services Inc	2025 NW 83 Terrace	Miami	FL	juliuswright12@yahoo.com
Maintenance Services 360 LLC.	10664 SW 186th St	Cutler Bay	FL	johnb@mainserv360.com
Milborne, LLC	528 W 49 St	Miami Beach	FL	rmiller@milbornellc.com
Tower Pest Control Inc	7760 W. 20th Ave, Bay 14	Hialeah	FL	frank@towerpestcontrolmiami.com
Tritech Pest Control, Inc.	3720 Southwest 122nd Court	Miami	FL	alex@tritechpestcontrol.com

#### **Comparable Contracts:**

A number of available vendors for integrated pest management have been identified within 100 miles of MDAD's zip code and, the comparable contracts demonstrate three of the four procurement vehicles used the ITB method. Two entities from the state of Florida, and one from New Jersey used the ITB procurement method to procure integrated pest management services successfully.

	Newark International Airport	Tampa International Airport	Orlando International Airport	City of Homestead
Type of Solicitation	ITB	ITB	Purchase Order	ITB
Solicitation #	6000001847	ITB No. 18-534-012	PO# 93989/ 08-19	ITB# 202318
Contract Term	3 years	5 years + 2-year OTR/ 1 year	3 years	3 years +2 years OTR
Cost of Winning Bid or Contract	\$78,984.00	\$193,830.00/ \$118,113.60	\$422,155.24	\$11,352.00 (extra cost for bee, bird, and termite removal)
Vendor	A. AARDVARK PEST CONTROL CORP	Pest Solutions of Tampa, Inc. / Ecolab	Home Paramount Pest Control Company	Tower Pest Control, Inc.
Payment Schedule		Monthly	One-Time Payment	Monthly

#### Recommendation:

From the research conducted and the comparable contracts at other airports and entities, the recommendation is to utilize the Invitation to Bid (ITB) method. The benefit of this recommendation is that there is an extensive list of qualified vendors in the area that can perform integrated pest management tasks, are aware of the tropical climate and the common pests in the area that need to be dealt with. This recommendation is in the best interest of the County and the end user because it allows for expansive competition, quick turn-around results, and can provide the best potential cost savings advantage. Based on comparable contracts researched, it is recommended that the contract term be for 5-years.

Procurement Contracting Officer:	Date:	8/08/2024
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#### **Articles**

Taking Flight: Effective Strategies for Pest Management at Airports (linkedin.com)

MANAGEMENT OF RODENT POPULATIONS AT AIRPORTS (unl.edu)

Taking Flight: Effective Strategies for Pest Management at Airports – Rodrepel Non hazardous non toxic rodent and animals repellant

#### **Local Vendors**

Native Pest Management <a href="https://www.nativepestmanagement.com/rodent-control">https://www.nativepestmanagement.com/rodent-control</a>

In sunbiz but no property tax in Miami or Tallahassee

Al-Flex Exterminators

Toro Pest Management Federal, State, & Local Government - Toro Pest Management

Animal Rangers Pest Control & Extermination Services - Miami-Dade County, FL (animalrangers.com)

The Pest Group https://www.thepestgroup.com/commercial-pest-control-in-miami-fl/

Orkin https://www.orkin.com/locations/florida-fl/doral-pest-control/branch-673

Terminex <a href="https://www.terminix.com/pest-control/exterminators/?utm">https://www.terminix.com/pest-control/exterminators/?utm</a> source=Google&utm</a> medium=cpc&utm</a> campaign=Terminix-SA360-Google-Search-NB-Conversion-US-National-EN-

Pest&mkwid=p79568021906&keyword=pest%20control%20company&pmt=b&group=&svm\_campaign=&Matchtype=b&adtheme=&pgrid=131798659410&ptaid=kwd-10037046&cmpid=17234076136&customer\_id=834-222-

2249&gad\_source=1&gclid=EAlalQobChMlk9fB8fKmhgMV1HFHAR3L3gwNEAAYASAAEgKAHvD\_BwE&gclsrc=aw.ds

Truly Nolen

https://lp.trulynolen.com/pest/?location=Miami,%20FL&campaignid=804781571&adgroupid=63304681372&creative=396509374278&matchtype=b&network=g&device=c&keyword=+best%20+pest%20+control&gad\_source=1&gclid=EAIaIQobChMIk9fB8fKmhgMV1HFHAR3L3qwNEAAYAiAAEqKkgPD\_BwE

#### **Comparable Contracts**

Tampa International Airport

Maintenance Contract, Pest Control Services, Pest Solutions of Tampa Bay Inc.pdf (tampaairport.com)

Tampa International Airport -Supplemental Contract

Microsoft Word - 01 - Supplemental Contract for Pest Control Services (Final) (tampaairport.com)

Orlando International Airport- Purchase Order of Pest Control Services Contract and Purchase Order

COVER SHEET (orlandoairports.net)

PO-93989-Home-Paramount-Pest-Control-optimized.pdf (orlandoairports.net)

Newark International Airport -Bid Results

results 6000001847.pdf (miamidade.gov)

Solicitations/Advertisements Information | Port Authority of New York and New Jersey (panynj.gov)

Will request full solicitation and results from Newark International

City of Homestead

Bid Tabulation (cityofhomestead.com)

INVITATION TO BID (cityofhomestead.com)

ITEM NO.	Opa Locka General Aviation Airport	ESTIMATED SQUARE FOOTAGE	PROPOSED MONTHLY PRICE
1	Bldg. 101 - Tower Floors 1 through 4	63,840	
2	107 - Fire Station #25	10,000	
3	126 - U.S. Customs	4,075	
4	176 – MDAD Generator Vault (Outside Only)	860	
5	212 – MDAD	8,000	
6	908 - Ammo bunker storage (Outside Only)	6,656	
7	910 -Ammo bunker storage (Outside Only)	6,656	
ITEM NO.	Miami Executive Airport	ESTIMATED SQUARE FOOTAGE	PROPOSED MONTHLY PRICE
8-1	506 - U.S. Customs	3,000	
9-2	507 - MDAD Operations	8,000	
10-3	510 - MDAD Storage	476	
11-4	511 - Transformer Vault	900	

ITEM NO.	Homestead Executive Airport	ESTIMATED SQUARE FOOTAGE	PROPOSED MONTHLY PRICE
12-1	Bldg. 1 MDAD Maintenance	2,100	
13-2	6 – MDAD	1,200	
14-3	6A - MDAD Generator	176	
15-4	7 - Transformer Vault	560	
16-5	9 - Fire Pump House	480	
17-6	10 – Vacant	5,400	
18-7	11 - MDAD Storage	70	
19-8	16 - MDAD Fuel Station	990	
20-9	Homestead General Aviation Airport 28700 SW 217 Avenue Homestead, FL 33030	400	
ITEM NO.	Dade Collier Training and Transition Airport	ESTIMATED SQUARE FOOTAGE	PROPOSED MONTHLY PRICE
21-1	Trailer	1,447	
22-2	Airfield Lighting Vault	2,075	
ITEM NO.	Miami International Airport	ESTIMATED SQUARE FOOTAGE	PROPOSED MONTHLY PRICE

23-1	210 - Central Collection Plaza and 16 Booths	2,560	
24-2	600 - Midfield Fire Station	25,297	
25-3	605 - Midfield Electric Vault	6,591	
26-4	610 - Baggage Search Building	4,800	
27-5	611 - Airside Storage	4,465	
28-6	Airside Tunnel	29,639	
29-7	Building 700, Cargo	162,428	
30-8	Building 701, Cargo	155,294	
31-9	Building 702, Cargo	155,402	
32-10	Building 703, Engine Testing Building	75,394	
33-11	Building 704, Cabin Services/Cargo	292,440	
34-12	Building 706, Cargo	248,312	
35-13	Building 707, Cargo	134,395	
36-14	Building 708, Cargo	238,256	

37-15	Building 716, Cargo City	449,697	
38-16	874 - Multi-Use	56,113	
39-17	875 - Multi-Use	169,295	
40-18	841 - Multi-User	19,980	
41-19	820 - Multi-Use	10,194	
42-20	845 -Multi-Use Includes FAA Offices	312,595	
43-21	718 - SW Guard Gate	100	
44-22	Cargo Clearance Center	83,436	
45-23	MDAD Chiller	17,207	
46-24	2175 - Chiller for 719	603	
47-25	MDAD Waste Transfer	2,402	
48-26	MDAD Waste Transfer	1,038	
49-27	MDAD Waste Transfer	7,854	
50-28	742 - Airfield Lighting Vault	4,720	

51-29	Generator House and Retention Pond Pump	400	
52-30	803 NW Guard Gate	250	
53-31	846 - North Fire Station	27,526	
54-32	863 - (Old 60) 2nd Floor Warehouse and Common Areas	106,589	
55-33	889 - MDAD Utility	22,500	
56-34	918-919 - Chiller and 5a Offices	169,562	
57-35	Concourse D (First Floor)	1,166,151	
58-36	Concourse D (Second Floor)	1,078,419	
59-37	Concourse D (Third Floor)	944,661	
60-38	Concourse D (Fourth Floor)	304,249	
61-39	Concourse D (Fifth Floor)	127,438	
62-40	Terminal E (First Floor)	207,151	
63-41	Terminal E (Second Floor)	161,894	
64-42	Terminal E (Third Floor)	56,471	

65-43	Terminal E (Fourth Floor)	31,320	
66-44	Terminal E (Fifth Floor)	11,074	
67-45	Terminal E (Sixth Floor)	11,847	
68-46	Terminal E (Seventh Floor)	9,348	
69-47	Terminal E (Eighth Floor)	6,290	
70-48	Terminal E (Ninth & Tenth Floors)	853	
71-49	Concourse E (First Floor)	52,091	
72-50	Concourse E (Second Floor)	77,995	
73-51	Concourse E (third Floor)	55,737	
74-52	Satellite E (Second Floor)	84,258	
75-53	Satellite E (Third Floor)	70,556	
76-54	Satellite E (Forth Floor)	22,931	
77-55	Terminal F (First Floor)	81,497	
78-56	Terminal F (Second Floor)	66,146	

79-57	Terminal F (Third Floor)	54,611	
80-58	Concourse F (First Floor)	71,927	
81-59	Concourse F (Second Floor)	116,685	
82-60	Concourse F (Third Floor)	94,618	
83-61	Concourse F (Fourth Floor)	5,020	
84-62	Terminal G (First Floor)	88,281	
85-63	Terminal G (Second Floor)	76,772	
86-64	Terminal G (Third Floor)	46,638	
87-65	Concourse G (First Floor)	68,677	
88-66	Concourse G (Second Floor)	70,630	
89-67	Concourse G (Third Floor)	4,061	
90-68	Terminal H (First Floor)	171,398	
91-69	Terminal H (Second Floor)	158,446	
92-70	Terminal H (Third Floor)	155,477	

93-71	Terminal H (Forth Floor)	49,595	
94-72	Terminal H (Fifth Floor)	41,119	
95-73	Concourse H (First Floor)	76,462	
96-74	Concourse H (Second Floor)	112,829	
97-75	Concourse H (Third Floor)	60,332	
98-76	Concourse H (Third Floor)	5,711	
99-77	Terminal J (First Floor)	186,993	
100- 78	Terminal J (Second Floor)	172,776	
101- 79	Terminal J (Third Floor)	192,797	
102- 80	Terminal J (Fourth Floor)	49,779	
103- 81	Terminal J (Fifth Floor)	35,513	
104- 82	Terminal J (Sixth Floor)	3,158	
105- 83	Concourse J (First Floor)	86,513	
106- 84	Concourse J (Second Floor)	114,394	

107- 85	Concourse J (Third Floor)	57,493	
108- 86	Concourse J (Fourth Floor)	22,829	
109- 87	Concourse J (Sixth Floor)	1,488	
110- 88	Concourse J (Seventh Floor)	2,369	
111- 89	3001 -Terminal Building and Office Tower	82,361	
112- 90	3003 - MIA Remote Satellite	9,952	
113- 91	3005A - MIA Sky Bridge	8,283	
114- 92	3005B - MIA Heliport	11,873	
115- 93	3005C - MIA Sky Bridge	8,326	
116- 94	3010- Taxi Dispatch Lot and Cafeteria Bld. (Excludes food service prep area)	3,796	
117- 95	3030 - MDAD & Multi-Use	148,568	
118- 96	3033 - Police Station	24,229	
119- 97	3038 - MDAD Garage	14,084	
120- 98	3040 - MDAD Maintenance & Multi Use	175,203	

121- 99	3050 - Multi-User and DAC	49,595	
122- 100	3063 - Short Term Parking, Structure & Booths	92,251	
123- 101	3064 - SE Gate Guard House	250	
124- 102	3076 – Guardhouse, Remote Employee Lot	176	
125- 103	3089 - MDAD Parking Facility	386,496	
126- 104	3090 - MDAD Utilities	17,926	
127- 105	3091 - MDAD	11,209	
128- 106	3092 - MDAD Lift Station	653	
129- 107	3094 - Parking Structure Multi-Use	297,004	
130- 108	3095 - Multi-Use, Excludes floors 1,2 and AA Hangar, Includes Vacant Floors	543,362	
131- 109	3099 - East Chiller Plant (5 floors)	82,749	
132- 110	3103 - Central Base Guard House	1,795	
133- 111	3107 - Dolphin Garage and Offices	1,744,126	
134- 112	3108 - Flamingo Garage and Offices, Includes Airport Parking Association Office	1,068,604	

135- 113	3135 - Taxi Lot Bus Stop	886	
	3150 & 51 - Shuttle Bus Service Area Off of Perimeter RD	7,563	
137- 115	3152 - Shuttle Bus Service Area Off of Perimeter RD	16,248	
138- 116	3155 - Employee Parking Lot Checkpoint	100	
139- 117	3155 - Employee Parking Lot Checkpoint	100	
140- 118	3199 - Tunnel Gate	150	
141- 119	3200 - Satellite E	178,973	
142- 120	3201 - Satellite E Maintenance Area	61,300	
143- 121	3201A - Tram Station-public areas	18,416	
144- 122	3202 - Central chiller	18,045	
145- 123	Miami Intermodal Center (MIC)	2,205,000	
1/16	Bldg. 701	38,000	
1/17	1775 NW 70 Ave	65,000 industrial facility	
1/18	1777 NW 72nd Avenue (building 788)	84,491	
1/10	3795 NW S River Drive, 33126	27,879 of vacant land	
150	7200 NW 19th Street Miami, FL 33126	97,448	
151	2800 NW 39th Ave, Miami, FL 33142	198,440	

ITEM NO.	Miami International Airport VEHICLE MAKE/MODEL	PROPOSED	MONTHLY PRICE
152-1	Four (4), STARCRAFT BUS/INTERNATIONAL 4300		
153-2	Thirty-three (33), GILLIG/G27D102N4-BUS		
154-3	Three (3), GLAVAL F-550/ ENTOURAGE		
155-4	Two (2), FORD PICKUP TRUCK		
ITEM NO.	Bee Eradication Services	ESTIMATED YEARLY QUANTITY	PROPOSED PRICE PER INSTANCE
156-1	COLONY ERADICATION	6	
157-2	SWARM ERADICATION	6	