

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency

Previous Contract/Project No. \_\_\_\_\_

Contract

Re-Bid     Other

LIVING WAGE APPLIES:     YES     NO

**Requisition**

**FB-01370**

TERM OF  
CONTRACT

**5 YEARS**

**No./Project No.:**

Requisition /Project  
Title:

**CANAL MAINTENANCE**

Description: The Awarded Bidder shall furnish all labor, materials, equipment, training and support for work related to providing comprehensive Customer Satisfaction Feedback System or Passenger Counter System used to measure and assist Miami International Airport in enhancing its customer experience.

Issuing Department: **MDAD**

Contact Person: **DIALIS BURKE-  
WHEELER**

Phone: **(305) 876-8047**

Estimate Cost: **\$1,400,000**

GENERAL    FEDERAL    OTHER

Funding Source: **PROPRIETARY**

**ANALYSIS**

Commodity Codes: **88515**

**67590**

**67585**

Contract/Project History of previous purchases three (3) years  
Check here  if this is a new contract/purchase with no previous history.

**EXISTING**

**2<sup>ND</sup> YEAR**

**3<sup>RD</sup> YEAR**

Contractor: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Comments: \_\_\_\_\_

Continued on another page (s):     Yes     No

**RECOMMENDATIONS**

Set-aside

Sub-contractor goal

Bid preference

Selection factor

**SBE**

Basis of  
recommendation: \_\_\_\_\_

Date sent to SBD: 12/2/2019

Signed: **Herminia Williams**

Date returned to DPM: \_\_\_\_\_

## SECTION 1

### GENERAL TERMS AND CONDITIONS

#### 1.1. DEFINITIONS

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

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

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

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

**ISD** – shall refer to the Miami-Dade Internal Services Department.

**SPD** – shall refer to the Miami-Dade Strategic Procurement Division within ISD.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration process via the County's online Vendor Portal and has satisfied all requirements to enter into business agreements with the County.

**Awarded Bidder** – shall mean the Bidder(s) awarded a contract as a result of this solicitation.

**Vendor Registration** – shall refer to the online Business Entity Registration Application completed through the Vendor Portal.

**BidSync** – shall refer to the electronic bidding system used to solicit and receive solicitation responses for the County.

**Business Management Workforce System (BMWS)** – shall refer to the County's web-based system that firms must utilize to comply with Small Business Enterprise (SBE), Wage and/or Workforce programs and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>).

**FEMA** – shall mean the Federal Emergency Management Agency.

**C.F.R.** – shall mean the Code of Federal Regulations.

**NFE** – shall refer to Non-Federal Entity, which means a state, local government, Indian tribe, institution of higher education, hospital, or nonprofit organization that carries out a Federal awards as a recipient or sub-recipient. 2 C.F.R. § 200.69.

#### 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 a Bid. To be eligible for award of a contract (including small purchase orders), Bidder must become a Registered Vendor with Miami-Dade County. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County's online Vendor Portal as described below in Section B "Vendor Registration." For additional information about online vendor registration, please contact the Outreach, Compliance & Support Team at (305) 375-5773. **In the event that the vendor's online registration submittal is not approved, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder.**

##### B. Vendor Registration

Prior to award recommendation, the County requires that successful Bidder complete the Business Entity Registration Application via the Internal Services Department's Online Vendor Registration Portal at: <http://www.miamidade.gov/procurement/vendor-registration.asp>

To complete the registration, vendor(s) must have the following documents prior to registration: Miami-Dade County Local Tax Receipt (for vendors with a physical location within Miami-Dade County), Certificate of Incorporation (if applicable), and Form W-9 and 147c Letter, as required by the Internal Revenue Service.

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10-38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Sections 2-8.1(l), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the Code of Miami-Dade County)

9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**  
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**  
(Resolution R-1072-17)
13. **Subcontracting Practices**  
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing – Must be submitted via BMWS**  
(Section 2-8.1 and 10.34 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**  
(as required by the Internal Revenue Service)
16. **Federal Employer Identification Number (FEIN) or Social Security Number**  
In order to establish a file, the Contractor's FEIN must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "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 the County requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/Contractor 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
17. **Office of the Inspector General**  
(Section 2-1076 of the Code of Miami-Dade County)
18. **Small Business Enterprises (SBE) - NOT APPLICABLE TO FEDERALLY FUNDED PURCHASES**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2, 10-34, and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations. The SBE Program provisions are available at <https://www.miamidade.gov/smallbusiness/business-development-legislation.asp>
19. **Antitrust Laws**  
By acceptance of any contract, the Contractor 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:

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(t) of the Code of Miami-Dade County, 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 Officer identified on the front page of the solicitation via the BidSync System with a copy sent to the Clerk of the Board, [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. Strategic Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation.

**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/Implementing Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying **regarding this** solicitation to file the appropriate form with the Clerk of the Board **stating that a particular lobbyist is authorized to represent the Bidder/Proposer**. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid via the BidSync System. No changes to a Bid will be accepted after the Bid has closed.
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn one hundred-eight (180) 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****IN ACCORDANCE WITH CFR 200.319(b) NO PAYMENT TERMS DISTINCTION SHALL APPLY TO SBE'S FOR FEDERALLY FUNDED PURCHASES**

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 Code of Miami-Dade County, 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; for Small Business Enterprises (SBEs), it shall be fourteen (14) calendar days. Billings from prime vendors under either services or goods contracts pursuant to Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute, within fourteen (14) calendar days of receipt of a proper invoice. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within two (2) days of receipt of payment from the County. All payments for undisputed amounts due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

**I. Accounts Receivable Adjustments**

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

**1.3. PREPARATION OF BIDS**

- A. Bidders are required to register, free of charge, with BidSync to establish a vendor account to view and respond to solicitations issued by Miami-Dade County.
- B. The solicitation submittal form and associated solicitation documents defines requirements of items to be purchased, and must be completed and submitted as outlined within the solicitation via the BidSync System. Use of any other form will result in the rejection of the Bidder's offer.
- C. The solicitation submittal form must be fully completed and provided with your bid/proposal. Failure to comply with these requirements may cause the Bid to be rejected.
- D. An authorized agent of the Bidder's firm must sign the solicitation submittal form and submit it electronically. **FAILURE TO SIGN THE SOLICITATION SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- E. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions

of this solicitation.

- F. 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".
- G. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

#### **1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the County.

#### **1.5. AWARD OF 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 Section 2-8.1(g) of the Code of Miami-Dade County, 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, upon notice of Award Recommendation, Bidder may request bid tabulations or other award information by contacting the contact person outlined within the solicitation. Information will then be provided electronically.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, work order, and any change order(s) shall constitute the resultant contract.
- I. In accordance with Resolution R-1574-88, the Director of the Internal Services Department or authorized designee 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 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**

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.

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. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS.**

All materials, except where recycled content is specifically requested, supplied by the awarded Bidder under the Contract shall be new, warranted for their merchantability, and fit for the particular purpose herein. In the event any of the materials supplied to the County by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at its expense and the Contract terminated or (2) the County may require the awarded Bidder to replace the materials at its expense.

#### **1.9. QUANTITIES**

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 1.36 and the resulting contract, if that section is present in this solicitation document.

#### **1.10. NON-EXCLUSIVITY**

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

**1.11. LOCAL PREFERENCE**

**IN ACCORDANCE WITH CFR 200.319(B), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

The evaluation of competitive bids is subject to Section 2-8.5 of the 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 Bidder shall affirm in writing its compliance with the requirements of Section 2-8.5 at the time of submitting its Bid to be eligible for consideration as a "local business" under this section.

**A. A Local Business is defined as:**

1. a business that has a valid business tax receipt issued by the County at least one year prior to bid or proposal submission;
2. a business that has physical business address located within the limits of Miami-Dade County from which the Bidder operates or performs business ("Local Business Location"). The Bidder must own or lease the Local Business Location and the address, or another Local Business Location where the owner maintains the appropriate business permits, must have served as the place of employment for at least three full time employees of the Bidder for the continuous period of one year prior to the Bid submission. By exception, if the Bidder is a SBE certified pursuant to the Code, the Local Business Location must have served as the place of employment for at least one full time employee of the vendor for the continuous period of one year prior to the bid or proposal submission. 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 the 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. Any of the following objective criteria may be used to satisfy this requirement:
  - (a) Bidder 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) Bidder contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

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

**C.** If the responsive and responsible Bidder offering the low price ("Low Bidder" and "Low Bid" respectively) is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent (10%) of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen percent (15%) of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

**D.** If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent (5%) of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

**1.12. 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.

**1.13. BID PROTEST**

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County, as amended, and as established in Implementing Order No. 3-21.

**A.** A written intent to protest shall be filed with the Clerk of the Board and emailed to all participants in the competitive process within three (3) County work days of the filing of the County Mayor's recommendation. This three-day period begins on the County workday after the filing of the County Mayor'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 below.

**B.** 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.

**C.** For award recommendations greater than \$250,000 the following shall apply:

The County's recommendation to award or reject will be immediately communicated (via email) to all participants in the competitive process and filed with the Clerk of the Board.

- D. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Participants may view recommendations to award on the SPD website:  
<https://www.miamidade.gov/DPMww/AwardRecommendations.aspx> or call the contact person as identified on the cover page of the Bid Solicitation.

#### 1.14. LAWS AND REGULATIONS

The successful Bidder shall comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the goods and/or services specified under this Bid Solicitation, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Bid Solicitation.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Bid Solicitation.
- c) Environmental Protection Agency (EPA), as applicable to this Solicitation.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et. seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

#### 1.15. LICENSES, PERMITS AND FEES

The successful Bidder shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or a successful Bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

#### 1.16. SUBCONTRACTING

When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code: (1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

#### 1.17. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

Pursuant to Sections 2-8.1 and 10.34 of the Code, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors and suppliers via the BMWS at <http://mdcsbd.gob2g.com>. The race, gender, and ethnic information must be submitted via BMWS as soon as reasonably available and, in any event, prior to final payment under the Contract. The Contractor 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.

#### 1.18. 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.

#### 1.19. DELIVERY

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

#### 1.20. 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 employee(s) capable of performing the required services. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

#### 1.21. 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.

#### 1.22. INSURANCE REQUIREMENTS

- A. The contractor shall furnish to the Outreach, Compliance and Support Team of SPD, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440. Failure to maintain such insurance throughout the term of the contract shall be a cause for debarment under Section 10-38 of the Code of Miami-Dade County.
  2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
  3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than **\$300,000** combined single limit per occurrence for bodily injury and property damage.
- B. All required insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:  
The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey or its equivalent, subject to the approval of the County's ISD Risk Management Division OR  
The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Financial Services.
- C. **Certificates of Insurance must meet the following requirements:**
1. Signature of agent must be included.
  2. If Automobile Liability Insurance is required above, insurance must be provided for all of the following vehicles:
    - a) Owned
    - b) Non-owned
    - c) Hired
  3. If General or Public Liability Insurance is required above, Certificate of Insurance must show Miami-Dade County as an additional insured for that coverage.
  4. Certificate Holder must read exactly as presented below:  
**Miami-Dade County**  
**111 N.W. 1st Street, Suite 2340**  
**Miami, FL 33128-1974**
- D. Compliance with the requirements in this Section shall not relieve the successful Bidder of its liability and obligation under this, or under any other, section of the Contract. The successful Bidder shall provide to the County the insurance documents within ten (10) business days after notification of recommendation to award. If the certificate submitted does not include the coverages outlined in the terms and conditions of this solicitation, the successful Bidder shall have an additional five (5) business days to submit a corrected certificate to the County. Failure of the successful Bidder to provide the required insurance documents in the manner and within the timeframes prescribed within five (5) business days may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.  
No work shall be authorized or shall commence under the Contract until the successful Bidder has complied with the foregoing insurance requirements.
- E. The successful Bidder shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled



to expire during the term of the Contract, the successful Bidder shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration.

- F. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the successful Bidder shall be responsible for all direct and indirect costs associated with such termination.

### 1.23. COLLUSION

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean the Bidder; the principals, corporate officers, and managers of a Bidder; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Bid found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### 1.24. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract.

### 1.25. 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."

### 1.26. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

### 1.27. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Code of Miami-Dade County, 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.

### 1.28. OFFICE OF THE INSPECTOR GENERAL

#### **IN ACCORDANCE WITH CFR 200.319(B)), THE COST OF RANDOM AUDITS SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.**

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 Code of Miami-Dade County.

### 1.29. 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.

### 1.30. PROPRIETARY/CONFIDENTIAL INFORMATION

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County or a selection committee in public.

**By submitting a Bid pursuant to this solicitation, you agree that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.**

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

**1.31. 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.

**1.32. CHARTER COUNTY TRANSIT SYSTEM SALES 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 aforementioned provisions, 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 CITT.

**1.33. LOBBYIST CONTINGENCY FEES**

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.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.34. AUDITS – ACCESS TO RECORDS**

The County, through its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

**Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor 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. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation and procedures for determining the allowability and allocability of costs.**

**1.35. INVOICES**

The successful Bidder shall invoice the County, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of services, unless otherwise noted in the Contract. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items or provision of and acceptance of the services. Failure to submit invoices in the prescribed manner will delay payment.

All invoices shall contain the following information:

- I. Successful Bidder 's Information:
  - Name of the successful Bidder as specified on the contract Award Sheet issued by the County.
  - Date of invoice

- Unique Invoice number
  - Successful Bidder's Federal Identification Number on file with the County and the State of Florida.
- II. County Information:
- County Release Purchase Order
- III. Pricing Information:
- Unit price of the goods and/or services provided
  - Extended total price of the goods and/or services provided
  - Applicable discounts
- IV. Goods or Services Provided:
- Description
  - Quantity
- V. Delivery Information:
- Delivery terms set forth within the County Release Purchase Order
  - Reference (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County at the time the items were delivered and accepted
  - Location and date of delivery of goods and/or services being provided.

### **1.36. COUNTY USER ACCESS PROGRAM (UAP)**

#### **IN ACCORDANCE WITH CFR 200.319(B), COUNTY USER ACCESS PROGRAM (UAP) SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.**

##### **A. User Access Fee**

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, 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 the solicitation referenced on the first page of this Contract, 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 Bidder 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. Bidder participation in this invoice reduction portion of the UAP is mandatory.

##### **B. 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 County Contract pricing and terms and conditions. The County will provide to the approved entities a UAP Participant Validation Number. The Bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The Bidder shall notify the ordering entity, in writing, within three (3) business 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 Bidder 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.

The County shall have no liability to the Bidder 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 Bidder and shall be paid by the ordering entity less the 2% UAP.

##### **C. Bidder Compliance**

If a successful Bidder fails to comply with the aforementioned provisions, that Contractor may be considered in default by the County.

### **1.37. DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION**

After receipt of offers by the County, Bidders may be required to demonstrate specifically offered equipment to County personnel, at no additional cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this Solicitation.

If a demonstration is required, the County will notify the Bidder of such in writing and will specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Bidder's offer, or to reschedule the demonstration, whichever action is determined to be in the best interest of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Bidder during the Contract shall conform to the equipment used in the demonstration. The Bidder shall provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the Contract.

**1.38. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the successful Bidder shall be the most recent model available. Any optional components which are required in accordance with the specifications herein shall be considered standard equipment for the purposes of this Solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications herein does not relieve the Bidder from furnishing a complete unit. The equipment shall conform to all applicable federal (including OSHA), State, and local safety requirements. All components (whether primary or ancillary) of the delivered equipment shall be in accordance with current Society of Automotive Engineering (SAE) standards and recommended practices, as applicable.

The engineering, materials, and workmanship associated with the successful Bidder's performance hereunder shall exhibit a high-level of quality and appearance consistent with or exceeding industry standards.

**1.39. PATENTS AND ROYALTIES**

The successful Bidder, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The successful Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by successful Bidder, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the successful Bidder may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the successful Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction). If the successful Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.40. 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 which they may be exposed to 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 successful Bidder performing under the Contract shall 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 <https://www.osha.gov/>.

**1.41. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**1.42. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**1.43. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**1.44. SMALL BUSINESS ENTERPRISE (SBE) MEASURES IN ACCORDANCE WITH CFR 200.319(B), SMALL BUSINESS ENTERPRISE (SBE) MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.**

A Small Business Enterprise (SBE) is a business entity certified by Small Business Development (SBD), a division of the ISD, providing goods or services, which has a valid business tax receipt issued by the County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a virtual office, and whose three-year average gross revenues does not exceed the following contracting participation levels:

- (i) Micro Tier 1 - \$0 to \$750,000;
- (ii) Micro Tier 2 - \$750,000.01 to \$2,000,000, or a manufacturer with fifty (50) employees or less (goods only), or a wholesaler with fifteen (15) employees or less (goods only) , without regard to gross revenues; or
- (iii) Tier 3 - \$2,000,000.01 to \$5,000,000, or a manufacturer with one hundred (100) employees or less (goods only), or wholesaler with fifty (50) employees or less (goods only), without regard to gross revenues.

An SBE measure applies to this solicitation as follows and as otherwise stipulated in Sections 2-8.1.1.1.1, 2-8.1.1.1.2, and 10-34 of the Code and Miami-Dade County Implementing Order 3-41. After award, any changes in SBE participation must be approved by SBD. The BMWS is the web-based system that firms must utilize to comply with SBE, Wage and/or Workforce programs, and Subcontractor reporting requirements (<http://mdcsbd.gob2g.com>).

#### **Set-Asides**

Contracts set-aside for SBE participation are governed as follows:

Set-Aside SBE-Micro Tier 1: Only firms certified as a SBE-Micro Tier 1 by SBD are eligible for participation.

Set-Aside SBE-Micro Tier 2: Firms certified as a SBE-Micro Tier 1 and Tier 2 by SBD are eligible for participation. Additionally, a bid preference of ten percent (10%) shall apply for SBE-Micro Tier 1 firms.

Set-Aside SBE-Tier 3: Firms certified as a SBE-Micro Tier 1, SBE-Micro Tier 2 and SBE-Tier 3 by SBD are eligible for participation. Additionally, a bid preference of ten percent (10%) shall apply for SBE-Micro Tier 1 firms and a bid preference of five percent (5%) shall apply for SBE-Micro Tier 2 firms.

The preference shall be used only to evaluate a bid and shall not affect the contract price.

For contracts set-aside for SBE participation, bidders must submit a completed Certificate of Assurance acknowledging the required SBE measure at the time of bid submission. Where subcontracting is allowed or required on a set-aside contract, bidders may also be required to submit a Utilization Plan via BMWS.

#### **Bid Preference**

For awards valued up to one hundred thousand dollars (\$100,000) and not set-aside for SBEs, a ten percent (10%) bid preference shall automatically apply for SBE-Micro Tiers 1 and 2 certified firms and a five (5) percent preference shall automatically apply for SBE-Tier 3 certified firms.

For awards valued over one hundred thousand dollars (\$100,000) and up to one million dollars (\$1,000,000), the preference shall be ten percent (10%) of the price bid for all SBEs and joint ventures with at least one SBE firm. The preference accorded on awards greater than one million dollars (\$1,000,000) shall be five percent (5%) of the price bid for SBEs and joint ventures with at least one SBE firm.

The preference shall be used only to evaluate a bid and shall not affect the contract price. Application of this preference shall be done in accordance with the requirements of Part II, Evaluation and Award, below.

#### **Subcontractor Goals**

Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of SBEs to perform such work. Only SBEs certified to provide the type of goods or services are counted towards meeting a goal. For contracts in which a goal is applied, Prime bidders must (1) submit a completed Certificate of Assurance acknowledging the required SBE measure at the time of bid submission and (2) submit a Utilization Plan listing the certified SBEs to fulfill the SBE goals via BMWS, upon notification by SBD or BMWS, within the required time frame. The Contractor will be responsible for reporting payments to subcontractors, and subcontractors must confirm the reported payments, via BMWS, within the specified time frame.

#### **Certification**

**SBEs must be certified by SBD. For certification information, please contact SBD at 305-375-3111 or online at <https://www.miamidade.gov/smallbusiness/enterprise-programs.asp>. The enterprises must be certified by bid submission deadline and at contract award to remain eligible for the preference.**

To search for SBE certified firms or view a firm's certification status, please visit the BMWS website at <https://mdcsbd.gob2g.com>.

#### **1.45. LOCAL CERTIFIED VETERAN'S BUSINESS ENTERPRISE PREFERENCE**

##### **IN ACCORDANCE WITH CFR 200.319(B), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES.**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises (VBE) in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified 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 submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A Local Certified Veteran Business Enterprise that submits a bid for a contract shall receive a bid preference of five percent of the bid price. These preferences will only be used for evaluating and awarding the bids and shall not affect the contract price. However, if a Local Certified Veteran Business Enterprise is the lowest bidder as a result of a Best and Final Bid (also known as a BAFO), then the price submitted as part of the Best and Final Bid shall be the contract price.

At the time of bid submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the solicitation submittal form.

#### **1.46. APPLICATION OF PREFERENCES**

##### **IN ACCORDANCE WITH CFR 200.319(b), PARAGRAPH 1.46. APPLICATION OF PREFERENCES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

The preferences required by the Code for the Solicitation will be applied in the following manner:

(1) The County will apply first the preferences available to SBEs under Sections 2-8.1.1.1.1(3)(c)(3), 2-8.1.1.1.1(3)(c)(4), and 2-8.1.1.1.2(3)(c)(3) without reference to preferences which may be available to local or locally headquartered businesses under other provisions of the Code.

(2) The County will apply the local and locally headquartered business preferences only after applying the preferences provided in subsection 1 above.

(3) In determining whether a SBE is entitled to the opportunity to submit a best and final bid equal to or lower than the low bid under Section 2-8.5(2)(a)(1), the bid of the SBE shall be reduced by the amount of any preference to which the SBE is entitled under Section 2-8.1.1.1.1(3)(c)(3) and Section 2-8.1.1.1.2(3)(c)(3), which shall be referred to as the SBE evaluation price. The SBE evaluation price shall be used for evaluating the SBE's opportunity to participate in the best and final bid.

(4) In determining whether a SBE is entitled to proceed to negotiations or advance to the next step in the Solicitation under Section 2-8.5(2)(b), the SBE Bidder shall be entitled to the application of the Selection Factor available to the SBE under Section 2-8.1.1.1.1(3)(c)(4) by the addition of 10 percent of the evaluation points scored on to the technical portion of such SBE's proposal, which shall be referred to as the SBE evaluation score. The SBE evaluation score shall be added to the price score, if applicable, to determine the final rankings.

(5) The preference to Local Certified Veteran Business Enterprises provided for under Section 2-8.5.1 shall be applied without reference to any bid preference or selection factor available to a SBE.

#### **1.47. SPECIAL SECURITY REQUIREMENTS AT CERTAIN MIAMI-DADE COUNTY DEPARTMENTS**

Miami-Dade Aviation (MDAD), Water and Sewer (WASD), Transportation and Public Works (DTPW) and Seaport (PortMiami) Departments operate under strict security regulations. These regulations involve the issuance of special identification (ID) cards.

Vendors performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D.

For Customs ID, call 305-345-6528 or email [miamiairportsecurityoffice@cbp.dhs.gov](mailto:miamiairportsecurityoffice@cbp.dhs.gov) for information. For MDAD ID, call 305-876-7188 for appointment and to pick-up package. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract.

Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the PortMiami and WASD frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the departments at the current cost of \$60.00 per applicant per year. Therefore, the vendor shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services in restricted areas.

For more information concerning PortMiami ID cards, you may contact the PortMiami ID Office at (305) 347-4955.

For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271.

For the Department of Transportation and Public Works, all bidders and their employees are required to have at all times a current ID card issued by Transit while working on Transit property. For information as to the requirements in obtaining the ID card, contact the Office of Safety and Security by calling 305-375-4240. Additional Security Clearance may be required during the contract term as may be mandated by County ordinance, local, state, federal law or department policy. Bidders will be charged a minimal fee for the badging requirement.

#### **1.48. FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")**

##### **IN ACCORDANCE WITH CFR 200.319(b), PARAGRAPH 1.48 FSHRP SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASES**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

#### **1.49. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **1.50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; [ISD-VSS@MIAMIDADE.GOV](mailto:ISD-VSS@MIAMIDADE.GOV); 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128**

#### **1.51 ASPIRATIONAL POLICY REGARDING DIVERSITY**

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

#### **1.52 PROHIBITION ON POLYSTYRENE ARTICLES IN MIAMI-DADE COUNTY PARKS**

Pursuant to Rule 36 of Chapter 26 of the Code of Miami-Dade County, Parks, Recreation and Open Spaces Department Contractors (Parks Contractors) shall not sell, use, provide food in, or offer the use of Polystyrene articles, also known as Styrofoam, on park property or facilities located within Miami-Dade County Parks. This rule is applicable to a contractor, vendor, lessee, licensee, programming partner, or permittee of the County that uses, works on, provides services at, or undertakes construction of a park property; a special events permittee for an event in a park; or an operator or manager of a park property or a facility within a park. This rule shall not apply to Polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Parks Contractor. A violation of this rule shall be deemed a default under the terms of the applicable contract between the County and the Parks Contractor.

#### **1.53 COMPLIANCE WITH FEDERAL REQUIREMENTS**

All goods and/or services to be purchased as a result of any award under this solicitation shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of Vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to 2 CFR, Part 200.318(i) (1), ISD-SPD and client departments will maintain records sufficient to detail the history of partially or fully federally funded procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Further, ISD-SPD and client departments will comply with all applicable requirements in 2 CFR, Part 200, 200.333-200.337 Records Retention and Access.

Pursuant to 2 CFR, Part 200.318(j) (1), the County may use a time and materials type contract for partially or fully federally funded acquisitions only after a determination has been made that no other contract type is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the County is the sum of: the actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls

Pursuant to C.F.R. 200.321 (g) Contracting with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms, the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

When goods and/or services will be purchased, in part or in whole, with federal funding, and/or to meet Federal Emergency Management Agency's (FEMA) reimbursement, the Vendor hereby assures and certifies to the County that it will comply with:

- A. Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and any resultant contract by reference.
- B. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week.
- C. The Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- D. The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- E. The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163.
- F. Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- G. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Vendor must provide a certification to the Procuring Agency that the Vendor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) A bid, which does not include this certificate, may be considered non-responsive. Vendors that apply or bid for an award exceeding \$100,000 must file the Byrd Anti-Lobbying Amendment Certification Form.
- H. C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The vendor shall verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By submitting the Suspension and Debarment Certification Form, the vendor certifies its compliance with this requirement.



## SECTION 2

### SPECIAL TERMS AND CONDITIONS

#### 2.1 PURPOSE

The Awarded Bidder shall furnish all labor, materials and equipment related to providing Canal Maintenance for the Miami International (MIA) and General Aviation (GAA) Airports, including herbicidal treatments of invasive aquatic plants. Removal and disposal of trash and debris removal to include tree limbs, tires, furniture of any type). Installation and removal of, turbidity barrier and hydrocarbon absorbent boom/pad when required.

#### 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 Blanket Purchase Order issued by the County's Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the 5 year term.

#### 2.3 METHOD OF AWARD

Award of this contract shall be made to the responsive, responsible Bidder who meets the qualification criteria listed below, and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer for all items, its offer may be rejected.

If the Awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

#### QUALIFICATION CRITERIA

1. Bidder(s) shall be licensed to perform pesticide application by the State of Florida. Copies of valid Commercial Applicator Licenses held by any personnel performing herbicide treatments must be submitted with the proposal as proof of meeting this requirement.
2. Bidder(s) shall submit three (3) reference letters with contact information from customers who have received the services as described in Section 3 within the last three (3) years. The reference shall be provided on company letterhead. The reference letters should be signed. The information will be used to demonstrate that the Bidder is regularly engaged in the business of providing canal maintenance.
3. Bidder(s) shall possess the minimum equipment to perform the required maintenance and must provide the proper documentation such as (title, purchase receipts or lease agreement) s proof of ownership or lease as follows:
  - a. **Spray boat:**  
one (1) per crew, commercial type spray boat with motor and a chemical tank with pump & motor.
  - b. **Granular Broadcast Spreader (Vortex style):**  
one (1) per crew, gas powered with backpack.
  - c. **Backpack Pump Sprayer:**  
one (1) per crew, commercial type sprayer
4. Bidder(s) shall provide the contact information of a designated representative in a supervisory capacity to provide support to the County. Bidder(s) shall provide the representative's names, phone numbers,

and email addresses. The designated representative shall be available during normal business hours and after hours in the event emergency services are needed.

#### 2.4 **PRICING**

The price proposed by the Awarded Bidder shall remain fixed and firm during the duration of the contract term for all items listed under Section 4 Pricing. The County shall have the right to change estimated quantities based on the County's needs during the term of the contract.

#### 2.5 **INSURANCE REQUIREMENTS**

The following supersedes the insurance coverage listed in Section 1, Paragraph 1.22(A):

The Awarded Bidder shall furnish to the **Miami-Dade County Aviation Department**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Awarded Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

#### 2.6 **ADDITION AND DELETION OF SITES/ SERVICES**

It is hereby agreed and understood that MDAD canals may be added, altered or deleted at the discretion of the County. While the County has listed all locations to be serviced and the description of the major services within this solicitation which are utilized by County departments in conjunction with their operations, there may be additional locations and/or similar services that may be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Awarded Bidder to obtain a price quote for the additional locations and/or similar items. If the quote is determined to be fair and reasonable, then the additional locations / services may be awarded to the Awarded Bidder. The County reserves the right to obtain price quotes for the additional locations/services through a separate solicitation at the County's sole discretion.

#### 2.7 **SCHEDULING**

The Project Manager will provide to the Awarded Bidder a maintenance schedule to include: a listing of all canals to be serviced within each site, the start and end date of each cycle and the order in which the sites shall be serviced. This schedule is tentative and may be modified by the Awarded Bidder(s) to ensure compliance and effective maintenance practices, with consent and approval of the Project Manager. If any unscheduled changes in the assigned schedule are required, the Awarded Bidder(s) shall submit said changes to the Project Manager in writing 48 hours prior to the start of the next service cycle for approval.

There shall be no herbicidal treatments performed without knowledge and prior, express consent of the Project Manager.

**2.8 DEFICIENCIES**

If deficiencies are found by MDAD's Project Manager at time of inspection, they must be corrected by the Awarded Bidder(s) at no additional cost to Miami Dade County. Deficiencies must be corrected within 5 business days of the initial inspection. The Project Manager will conduct a re-inspection three (3) business days after notification that deficiencies have been corrected.

**2.9 LIQUIDATED DAMAGES**

The Awarded Bidder(s) shall be liable for failure to meet all contractual requirements as listed on this Contract. Fees will be assessed in the amount of \$50.00 per day by the County until said deficiencies has been corrected. The County will deduct the amount of the Liquidated Damages from subsequent payments due for service rendered by the Awarded Bidder(s). All liquidated damages will be final.

**2.10 WARRANTY**

The Awarded Bidder warrants that the canal herbicide treatment will be effective for a period of forty-five (45) days. Should the Project Manager determine that the treatment has not been effective, the Project Manager shall direct The Awarded Bidder to retreat the deficient area at no additional cost to the County.

**2.11 ADDITIONAL FACTORS**

**A.** The Awarded Bidder shall not work or perform any operations during inclement weather such as ( rain/thunderstorms, flood warning, tropical storm warning, or a hurricane warning).The Awarded Bidder may submit a written request for additional time to complete scheduled work in the event the weather causes a delay.

**B.** The Awarded Bidder shall recognize that during the term of the contract, other activities and operations may be conducted by Miami-Dade County work forces and other Awarded Bidder(s), which may alter the assigned schedule.

**2.12 RESTRICTED AREAS**

All employees of the Awarded Bidder requiring access to federally-regulated secure areas including, but not limited to, the Airfield Operations Area (AOA), 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), the U.S. Transportation Security Administration (TSA), and the Federal Aviation Administration (FAA).

**2.13 IDENTIFICATION BADGES**

The Awarded Bidder and all employees will be required to have Airport Identification Badges for accessing some of the canals on MIA premises. Identification Badges must be displayed at all times.

**A.** The Awarded Bidder shall be responsible for the return of the identification badges of all personnel transferred or terminated from employment or upon termination of this Contract. The fee for fingerprinting for Criminal History Records Check (CHRC) is \$38.00 and \$20.00 for the issuance of an identification (ID) badge, for a total charge of \$58.00 per applicant.

**B. Lost, Stolen, or Unreturned Badges**

The Awarded Bidder shall promptly report to MDAD the names of all persons who were employed by the Awarded Bidder from whom they were unable to obtain and return Department issued identification badges. In the event that an identification badge is not returned, the Awarded Bidder shall refund MDAD established charge for lost or stolen identification badges.

- C. A replacement ID Badge may only be issued if declared in writing that the ID Badge has been lost, stolen, or destroyed. A non-refundable fee of \$75.00 will be assessed for the first replacement and \$100.00 for the second replacement within 24 months of original issuance. There will not be a replacement issued for a third time within 24 months of original issuance. The Security Credentialing Section will collect the fee before a replacement ID Badge is issued.

**Notice to Badge Holders**

**The ID Badge is the property of MDAD. You must immediately return your ID Badge to your employer or the MDAD Credentialing Section at the end of employment or upon receiving notification that your MDAD ID Badge is being revoked. The MDAD ID Office will issue a receipt as proof of ID Badge return. Failure to comply within 24 hours is in direct violation of the Airport Security Program ASP and you can be subject to a potential \$10,000 Civil Penalty Fine assessed by the Transportation Security Administration TSA under title 49 of the Code of Federal Regulations CFR Part 1540.105; 49 USC 46301.**

**2.14 STAGING SITES:**

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Work. The County shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

**2.15 FAA SPECIAL PROVISIONS****i) Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees as follows:

1. **Compliance with Regulations:** The Awarded Bidder (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Awarded Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of the Awarded Bidders, including procurements of materials and leases of equipment. The Awarded Bidder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Awarded Bidder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Awarded Bidder or supplier will be notified by the Awarded Bidder of the Awarded Bidder's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Awarded Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to

its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of an Awarded Bidder is in the exclusive possession of another who fails or refuses to furnish the information, the Awarded Bidder will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Awarded Bidder's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Awarded Bidder under the contract until the Awarded Bidder complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Awarded Bidder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Awarded Bidder will take action with respect to any subcontract or procurement as the sponsor or the Federal.

Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Awarded Bidder becomes involved in, or is threatened with litigation by an Awarded Bidder, or supplier because of such direction, the Awarded Bidder may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Awarded Bidder may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the Awarded Bidder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Awarded Bidder") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
  - 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);
  - 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);
  - 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);
  - 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;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - 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);
  - 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 Federal-aid recipients, sub-recipients and Awarded Bidders, whether such programs or activities are Federally funded or not);

- 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;
  - 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));
  - 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);
  - 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).
- ii) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The [Awarded Bidder | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Awarded Bidder | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- iii) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Awarded Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Awarded Bidder retains full responsibility to monitor its compliance and their subcontractor Bidder's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Awarded Bidder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **2.16 MIAMI-DADE COUNTY UNITED STATES SOCCER FEDERATION 2026 WORLD CUP**

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Consultant shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Consultant's rights or obligations under this Contract are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Consultant, the terms of this Contract shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Contract, Consultant shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Contract for convenience; in such termination, the Consultant shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Consultant does not elect to terminate this Contract within the time specified herein, this contract shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

- 2.17 **COUNTY USER ACCESS PROGRAM (UAP)**  
Section 1, Paragraph 1.36 does not apply to this Solicitation.

**SECTION 3**  
**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

The Awarded Bidder shall furnish all labor, materials and equipment related to Canal Maintenance Services for the Miami International (MIA) and General Aviation (GAA) Airports, including herbicidal treatments, trash/debris removal, above and below water canal flow stabilization, turbidity barrier and hydrocarbon absorbent boom/pad installation.

**3.2 GOODS AND SERVICES TO BE PROVIDED**

The Awarded Bidder shall provide, at a minimum, the following services as part of this full service contract:

**A. INVASIVE PLANT HERBICIDAL TREATMENT AND REMOVAL**

The Awarded Bidder shall furnish all labor, materials and equipment to prevent the growth of invasive plants/algae in and around all bodies of water identified by the MDAD Project Manager (see attachment 1). Herbicidal spraying shall be performed bi-yearly (twice a year) with follow up treatments at no cost within 45 days if deemed necessary. Canals shall remain free and clear of all unwanted aquatic vegetation and/or organic obstructions in order to maintain a safe, clean, consistent laminar flow of water through each and every canal. All organic waste shall be removed from sites on the same day of service and properly disposed of in accordance with County Ordinances at a County approved disposal location.

**B. TRASH/DEBRIS CLEANUP/REMOVAL AND DISPOSAL**

The Awarded Bidder shall remove trash and debris on a weekly basis from MDAD canals to include all floating, underwater and shoreline debris in and around all bodies of water that are visible or identified by the MDAD Project Manager (see attachment 1). All debris and trash is to be removed from sites on the same day of service and properly disposed of in accordance with County Ordinances at a County approved disposal location.

**C. TURBIDITY BARRIERS**

The Awarded Bidder(s) shall facilitate erosion and sediment control in and around all MDAD owned and operated canals (see attachment 1). The Awarded Bidder shall remove and dispose of old and furnish, install, and maintain new Floating Turbidity Barriers (Type I & II) per linear foot. Installation shall be per FDOT Standard Index No. 103, along MDAD canal systems. The barriers shall be anchored to the canal bank in a neat and tidy manner that shall not interfere with other maintenance operations (e.g. grounds maintenance). The floating turbidity barriers shall be of a geotextile floating and ultraviolet light resistant material of the following types;

**I. Type I specification:**

Floatation consists of a series of expanded polyethylene logs, 6" in diameter and 55" long. The logs are enclosed in 22 oz. /sq. yd. PVC coated nylon or polyester having 400 lbs. minimum tensile strength. Curtain is permanently attached to the bottom of the floatation unit and weighed down with 1/4" galvanized chain. The curtain material is light duty slit film woven polypropylene having a 300 lb. tensile strength.

**II. Type II specification:**

Floatation consists of a series of expanded polyethylene logs, 6" in diameter and 55" long. The logs are enclosed in 22 oz. /sq. yd. PVC coated nylon or polyester having 400 lbs. minimum tensile strength. Curtain is permanently attached to the bottom of the floatation unit and weighed down with 1/4" galvanized chain. Curtain material shall be monofilament woven polypropylene logs having a minimum 300 lb.



tensile strength. Specific type and length is determined by the respective canal where installed. The curtain material is medium duty slit film woven polypropylene having a minimum 300 lb. tensile strength.

#### **D. HYDROCARBON OIL ABSORBENT BOOMS**

The Awarded Bidder shall furnish all labor, equipment and materials to remove and properly dispose of saturated/depleted hydrocarbon oil absorbent booms. The Awarded Bidder shall also furnish, install and maintain new hydrocarbon oil absorbent booms along MDAD canals at the direction of the Project Manager. The booms shall be used to absorb petroleum based solutions from the canal, must be non-linting and may be linked together to form an easy-to-recover barrier. The booms shall be anchored to the canal bank in a manner that shall not interfere with other maintenance operations undertaken by MDAD contractors or staff (e.g. grounds maintenance). Each boom shall have a minimum absorption capacity of twenty (20) gallons of petroleum solution per ten (10) foot length boom. The minimum ultimate tensile strength shall be 300 lbs. (pounds) per square foot, and the product itself shall be 3-M, Model T-270 and must be manufactured of polypropylene material encased within a sock-net outer layer measuring ten (10) feet long by eight (8) inches wide or approved equal.

#### **E. HYDROCARBON OIL ABSORBENT PADS**

The Awarded Bidder shall furnish all labor, equipment and materials to remove and properly dispose of saturated/depleted hydrocarbon oil absorbent pads and furnish, install and maintain new hydrocarbon oil absorbent pads at the direction of the Project Manager. Hydrocarbon absorbent pads are to be constructed of single weight fine fiber perforated pads, and must have a minimum absorption capacity of 1 gallon of petroleum per pad.

### **3.3 PRODUCTS-CHEMICALS**

Once a chemical has been approved by MDAD, no equivalent chemicals will be permitted unless specifically authorized and approved by the department. The County understands that new products may be introduced during the contract term, which may perform the intent of the contract in a more effective and efficient manner. If in the opinion of the Awarded Bidder this is the case, the firm should submit the product for review by the MDAD PM for approval.

Bidder(s) shall submit Safety Data Sheets for all herbicidal treatment products to be used for completion of work described in this solicitation per The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)). Herbicidal treatment products to be used on any MDAD sites are subject to the approval of the Project Manager.

It shall be the Contractor's responsibility to determine the appropriate application methods and concentrations of the selected product or products based on the conditions and the label requirements.

The following is a list of Submerged Aquatic Plant Herbicides products that are currently approved for use on this project:

1. Fluridone (Sonar A.S. or equivalent)
2. Aquathol Granular
3. Hydrothal-191G
4. Hydrothal-191 Liquid

Herbicides for canal shorelines from the water line to 1' above the water line and immersed aquatic weeds:

1. Fluridone (Sonar A.S. or equivalent)
2. Glyphosate
3. Diquat

**\*NOTE:** No copper based products shall be used.

**3.4 DELIVERY, STORAGE, HANDLING:**

- A. Herbicide Storage: Contractor shall supply adequate offsite storage facilities for all equipment and chemicals to be utilized on this project.
- B. The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.
- C. Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus products is the responsibility of the contractor and employees.
- D. Miami Dade County assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

**3.5 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

All employees of the awarded Bidder shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The awarded Bidder shall use only equipment that is fully operational and in safe operating order.

**3.6 ACCIDENTS:**

In the case of accidents, the Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

**3.7 REPORTS**

The Awarded Bidder shall submit regular reports of work performed to MDAD's Project Manager as follows:

**a) Weekly**

Reports on the waterways cleaned and the waterways identified as clear of debris. Report of total weight of debris removed from the waterways using the disposal tickets as evidence, as well as suggesting areas of concern for scheduling future work.

The Awarded Bidder shall provide a map with the location of the areas cleaned. Reports are due within two (2) business days of the following week.

**b) Monthly**

The Awarded Bidder shall provide summary reports identifying the total weight of debris removed, identify the areas of concern and provide photographic and video documentation of the conditions of the waterways before and after debris removal. At a minimum, one day a week shall be documented by use of video and photographs showing the debris removed for that day and are included with the monthly report.

Reports and documentation are due within five (5) business days of the last day of each monthly reporting period.

**c) Biannually**

The awarded Bidder shall provide a summary report of Herbicidal treatments to include areas treated and products used.

**d) Annually**

At the end of the contract period and for subsequent renewal periods, the Awarded Bidder shall provide an operational recommendation report to MDAD. The report at a minimum is to include minimum recommended frequency for MDAD to continue Canal Maintenance cleaning, identify the debris areas with the highest volumes and any other items of relevance. The Awarded Bidder will also provide an annual report of the total weight of items of relevance. The Awarded Bidder will also provide an annual report of the total weight of debris removed, based on the monthly reports with a summary analysis.

Reports are due within five (5) business days of the last day of the annual term.

**\*NOTE:**

The Project Manager shall also have access to the Awarded Bidder's portal to verify reports that are submitted.

**SECTION 4  
PRICING**

**4.1 PRICING –CANAL MAINTENANCE SERVICES**

Pricing for Herbicidal Treatments					
MIA Water Bodies					
Item Number	Description	Estimate Quantity	Unit of Measure	Unit Price	Total
1	Canal 2-C	Bi -Annually	EA	\$ _____	\$ _____
2	Canal 4-A	Bi -Annually	EA	\$ _____	\$ _____
3	Canal 4-B	Bi -Annually	EA	\$ _____	\$ _____
4	Canal 7	Bi -Annually	EA	\$ _____	\$ _____
5	Canal 8-A	Bi -Annually	EA	\$ _____	\$ _____
6	Canal 8-D	Bi -Annually	EA	\$ _____	\$ _____
7	Canal 9-A	Bi -Annually	EA	\$ _____	\$ _____
8	Canal 9-B	Bi -Annually	EA	\$ _____	\$ _____
9	Canal 9-C	Bi -Annually	EA	\$ _____	\$ _____
10	Canal 10-A	Bi -Annually	EA	\$ _____	\$ _____
11	Canal 10-B	Bi -Annually	EA	\$ _____	\$ _____
Pricing for Herbicidal Treatments					
GAA Water Bodies					
Item Number	Description	Unit of Measure		Unit Price	Total
12	OPF Canal 1	Bi -Annually	EA	\$ _____	\$ _____
13	OPF Canal 2	Bi -Annually	EA	\$ _____	\$ _____
14	TMB Canal 1	Bi -Annually	EA	\$ _____	\$ _____
15	TMB Canal 2	Bi -Annually	EA	\$ _____	\$ _____
16	TMB Canal 3	Bi -Annually	EA	\$ _____	\$ _____
17	TMB Lake 1	Bi -Annually	EA	\$ _____	\$ _____
18	TMB Lake 2	Bi -Annually	EA	\$ _____	\$ _____
19	X51 Canal 1	Bi -Annually	EA	\$ _____	\$ _____
20	X51 Lake 1	Bi -Annually	EA	\$ _____	\$ _____

**SECTION 4  
PRICING**

**(Continued)**

<b>Trash/Debris Removal</b>					
<b>Item Number</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total</b>
21	Trash/Debris Removal and Disposal	Weekly	EA	\$ _____	\$ _____
<b>Turbidity Barrier</b>					
	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
22	Remove/Dispose/Furnish/Install/Maintain Turbidity Barrier Type I	Per Linear Foot		\$ _____	
23	Remove/Dispose/Furnish/Install/Maintain Turbidity Barrier Type II	Per Linear Foot		\$ _____	
<b>Hydrocarbon Oil Absorbent Booms</b>					
<b>Item Number</b>	<b>Description</b>	<b>Unit of Measure</b>		<b>Unit Price</b>	<b>Total</b>
24	Remove/Dispose/Furnish/Install/Maintain Short Hydrocarbon (Oil) Absorbent Boom	Per Linear Foot		\$ _____	
<b>Hydrocarbon Oil Absorbent Pads</b>					
<b>Item Number</b>	<b>Description</b>	<b>Unit of Measure</b>		<b>Unit Price</b>	<b>Total</b>
25	Remove/Dispose/Furnish/Install/Maintain Hydrocarbon (Oil) Absorbent Pads/Sheets	Per Pad		\$ _____	

**SECTION 4**  
**SUBMITTAL FORM**

**Bidder:** \_\_\_\_\_

<b>4.1 QUALIFICATION CRITERIA TO BE COMPLETED BY ALL BIDDERS</b>		
<b>Refer to Section 2.3, Qualification Criteria, to ensure that Submittal complies with solicitation requirements.</b>		
<b>Reference Section</b>	<b>Requirements</b>	<b>Copy Attached</b>
2.3.1.	Bidder(s) shall be licensed to perform pesticide application by the State of Florida. Copies of valid Commercial Applicator Licenses held by any personnel performing herbicide treatments must be submitted with the proposal as proof of meeting this requirement.	<input type="checkbox"/>
2.3.2.	Bidder(s) shall submit three (3) reference letters with contact information from current/existing or past customers who have had canal maintenance services as described in Section 3.2 - provided within the last three (3) years on company letterhead, signed to demonstrate that the Bidder is regularly engaged in the business of providing canal maintenance services.	<input type="checkbox"/>
2.3.3.	Bidder(s) shall possess the minimum equipment as follows: Spray boat: one (1) per crew, commercial type spray boat with motor and a chemical tank with pump & motor. Granular Broadcast Spreader (Vortex style): one (1) per crew, gas powered with backpack. Backpack Pump Sprayer: one (1) per crew, commercial type sprayer.	<input type="checkbox"/>
2.3.4	Bidder(s) shall submit Safety Data Sheets for all herbicidal treatment products to be used for completion of work described in this solicitation per The Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)). Herbicidal treatment products to be used on any MDAD sites are subject to the approval of the Project Manager.	<input type="checkbox"/>

2.3.5	Bidder(s) shall provide the contact information of two designated representatives in a supervisory capacity (one primary and one alternate) to provide support to the County. Bidder(s) shall provide the representative's names, phone numbers, and email addresses. The contact information for the designated representatives shall be available between the hours of 7:00 a.m. to 4:00 p.m. local time Monday thru Friday or at any other time to expedite emergency services as needed.	<input type="checkbox"/>
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