

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00335

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: FB-01724
 TERM OF CONTRACT YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Interior Foliage Maintenance

Description: The purpose of this solicitation is to establish a contract for the purchase of weekly interior foliage maintenance for the Miami-Dade Aviation Department (MDAD).

Issuing Department: ISD, SPD
 Contact Person: Enke Plasari
 Phone: 3053753905

Estimate Cost: 210,000
 Funding Source: GENERAL
FEDERAL
OTHER Proprietary

ANALYSIS

Commodity Codes:	91061	98562	59561	 	
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	Victoria's Plant Designs	 	 		
Small Business Enterprise:	 	 	 		
Contract Value:	210,000	 	 		
Comments:	 				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	 	 	 	

Basis of Recommendation:

Signed: Enkelejda Plasari
 Date sent to SBD: 11/3/2020

Date returned to SPD:

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 DEFINITIONS

- A. **Changes:** modifications to the scheduled task. Re-scheduling a portion of the service cycle to another time and / or day.
- B. **Survey:** a general view, examination, record and/or description of someone or something.
- C. **Pass thru basis:** Bidders shall charge the County the same cost as charged by the supplier. A copy of the invoice shall be submitted with the Bidder's invoice for payment.

2.2 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of weekly interior foliage maintenance for the Miami-Dade Aviation Department (MDAD). The services include, but are not limited to, interior plant material and decorative planters cleaning, watering, water removal, pruning and trimming, plant alignment and rotation, litter and debris removal, pest and disease control, fertilization, replacement and installation of new plants, and rental of plants for special events.

2.3 TERM OF CONTRACT

This solicitation shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioner, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the last month of the five-year contract term.

2.4 METHOD OF AWARD

GROUP 1: Weekly Interior Plant Maintenance

Award of this group will be made to the lowest priced responsive, responsible Bidder in the aggregate, who meets the minimum requirement listed below. In order to be considered for award, Bidders must submit an offer for all items listed in Section 4, Bid Submittal. If a Bidder fails to submit an offer for all items listed, its offer may be rejected.

REQUIREMENTS

- A. **Contact Person** - Bidder shall provide the name of the Project Manager and/or Supervisor, along with the contact information.
- B. List a minimum of three (3) references in which similar goods and / or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone number and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County will be contacting them.
- C. **License Required** - Bidders or their approved subcontractors shall hold a current the Lawn and Ornamental Pest Control License. A copy of the license shall be provided as proof of compliance. The license must be maintained in a current status throughout the life of the contract. For more information, please refer to the following link: <https://www.fdacs.gov/Business-Services/Pest-Control/Licensing-and-Certification>

Bidders shall submit the specified information requested above with their bid submittal form as proof of compliance to the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period.

If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

GROUP 2: Rental of Plants and Decorative Planters (Prequalification of bidders)

The County may rent plants for special occasions under Group 2. All bidders requesting to be included in this group must comply with the following requirements:

- A. **Contact Person** - Bidder shall provide the name of the Project Manager and/or Supervisor, along with the contact information.
- B. **Client Reference** - Bidder shall provide a list of no less than three client references, along with their contact information, who can confirm that Bidder has successfully provided rental of plants services for a minimum of one-year.

2.5 **PRE-BID CONFERENCE & INSPECTION OF SITE(S)**

Prior to submitting an offer, it is highly recommended that Bidders visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the services to be performed. Bidders are advised to make a thorough inspection of the extent of work. The pre-bid conference will take place on _____ at 9:00 AM at the Miami International Airport (MIA) located at Building 3030, 2nd Floor, Engineering Conference Room. Following the pre-bid conference a walkthrough of the site visit will be conducted. Bidders shall provide their own transportation.

The 'Cone of Silence' is lifted during the site visit to allow for any questions to be addressed with representatives from Miami-Dade County. Bidders should arrive promptly. Bidders are requested to bring a copy of the solicitation to the site visit, as additional copies will not be available. No additional allowances will be made because of lack of knowledge of these conditions. This is a public meeting and multiple members of individual community councils may be present.

NOTE: All Bidders will be required to obtain a security badge in order to gain access to various MIA locations. Therefore, Bidders shall be required to confirm attendance via email at _____ and copy the Clerk of the Board _____ no later than _____, _____ 2020 at 12:00 noon.

2.6 **PRICES**

The initial contract prices resultant from this solicitation shall remain fixed and firm for no less than twelve (12) months from the commencement date. It is the Bidder's responsibility to request any price adjustment. The Bidder's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the Consumer Price Index (CPI) percentage change as calculated by the U.S. Bureau of Labor Statistics for all Urban Consumers in the Miami-Ft. Lauderdale area. The adjustment requested by the Bidder shall not exceed the relevant pricing index change for that current year term.

The County reserves the right to reject any price adjustments submitted by the awarded Bidder(s) or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.7 **CHANGES**

1. Additional Plant Species

Although this solicitation and resultant contract identifies plant species and estimated number of plants to be maintained, it is hereby agreed and understood that the County may at its option add new plant species at any time during the contract period. Should the County determine that additional plant species need to be serviced, a price quote shall be obtained from the awarded Bidder. If the County determines that the prices submitted by the Bidder are not competitive, the County reserves the right to acquire the services through a separate solicitation.

2. Deletion

Plant species and/or service may be deleted when such services are no longer required during the contract period; upon written notice to the awardee.

2.8 **COMPLIANCE / REGULATIONS / SAFETY**

a. Legal Requirement for Pollution Control

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through Regulatory and Economic Resources, 33 SW 2nd Avenue, Miami, Florida 33130, Telephone (305) 372-6789.

b. Accident Prevention, Barricades and Safety

Precautions shall be exercised at all times for the protection of persons and property. All Bidders performing services under this contract shall conform to all relevant OSHA, EPA, State and County regulations during the course of such effort, so as to protect all persons, including Bidder's employees, agents of the County, members of the public, or others, from injury, or damage to their property. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Bidder. Barricades shall be provided by the Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County.

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all tools and/or equipment used in the performance of this contract. The County, reserves the right to issue immediate restrain or cease and desist to a Bidder, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

2.9 VEHICLES

For security reasons, all vehicles, including deliveries, shall not be left unattended along the upper and/or lower vehicular drives at the Miami International Airport terminal, or anywhere in close proximity to the terminal. Vehicles left unattended are subject to ticket/fine violation/citation and/or towed at the vehicle's owner expense. If bidder plans to stand or park in any of these areas, the bidder shall provide additional staff to guard the vehicle. Miami-Dade Aviation Department will not provide any staff to guard the vehicle while delivery is being made.

2.10 INSURANCE REQUIREMENTS

Please see section 1.22 of the County's General Terms and Conditions for the insurance requirements.

Note: Proof of insurance is not required in order to be pre-qualified under Group 2. However, pool members must submit a certificate of insurance meeting the requirements listed in section 1.22 of the General Terms and Conditions for Insurance Requirements in the event of award recommendation, and prior to commencing any work in County property.

2.11 USER ACCESS PROGRAM (UAP)

As listed in Section 1, Paragraph 1.36 Terms and Conditions, UAP is not applicable to this solicitation.

2.12 FAA SPECIAL PROVISIONS

i) Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The contractor (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 contractor, 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 subcontractors, including procurements of materials and leases of equipment. The contractor 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 contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the

contractor of the contractor'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 contractor 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 a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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 contractor'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 contractor under the contract until the contractor complies; and/or

- (b) Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor 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 contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor 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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 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, subrecipients and contractors, 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 [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

2.13 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, Contractor 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 Contractor'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 Contractor, 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, Contractor 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 Contractor 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 Contract 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.

SECTION 3 **SCOPE OF SERVICES**

3.1 **SCOPE**

Bidders shall furnish all labor, machinery, tools, means of transportation, supplies, equipment, and/or materials necessary for satisfactory contract performance to include, but are not limited to, all tasks listed below.

3.2 **QUALITY ASSURANCE**

All plant maintenance shall be performed by trained interior foliage service personnel/technicians, competent to accomplish first quality maintenance. The Bidder shall complete all of its obligations and functions under this contract in a professional and businesslike manner.

The Project Manager/Supervisor shall:

- a. Be who will serve as the primary point of contact for the County.
- b. Be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to the daily operations
- c. Be knowledgeable and experienced in interior foliage plants maintenance.
- d. Be available to attend to the scheduled inspection meeting with the County's project manager, or designee. The County may, at its discretion, inspect work performed by Bidder on a weekly/monthly basis.
- e. Be available after business hours in case of emergencies.

The Bidder personnel/technicians shall be properly trained and capable of performing the tasks under the direction of the Bidder's on-site Project Manager/Supervisor.

3.3 **MAINTENANCE SERVICES SCHEDULE & TASKS – Group 1**

Bidder shall perform all maintenance, planning, coordination, inspections, quality control, on a weekly basis and report findings to the designated County representative as required herein. The format for the report provided by the bidder shall be pre-approved by the County. The bidder shall provide services at a minimum of one (1) visit per week. Service shall be performed Monday through Friday between the hours of 7:00 AM and 4:00 PM, as pre-approved by the County. Bidder shall conduct tasks so that they will not interfere with any County Operations.

The Bidder shall perform the following plant maintenance in order to maintain the plants in a healthy, vigorous and attractive condition, but not limited to:

- A. **Interior Foliage Cleaning**
All live foliage, trunks, branches and flowers of all plant material, with the exception of plants and/or palms that are accessed by ladder, shall be cleaned on a weekly basis. All plants and/or palms that are accessed by ladder shall be cleaned on a monthly basis. Cleaning is to include, but is not limited to, the removal of dust, residues, dirt, film and other such matter. Care should be taken to protect adjacent areas and the public from cleaning residue and/or chemicals.
- B. **Watering and Water Removal**
Bidder shall check and monitor the soil with a moisture meter and water the plants as needed based on the meter reading, environmental factors and plant species. Bidder shall extract excess liquid from planters as necessary or as instructed by the County.
- C. **Decorative Planter/Container Cleaning**
Bidder shall clean all decorative planters/containers, remove all residues, bird droppings and other noticeable markings which may occur. The Bidder shall notify the County should a planter become severely damaged or broken, no later than 24 hours after discovery of such.
- D. **Pruning and Trimming**
All pruning for aesthetic reasons and major pruning and trimming which removes branches greater than a 1/2" diameter, shall be at the direction of the County representative. All plants will be pruned and trimmed using sound horticultural practices, and no pruning paint or spray is to be used. All pruning tools shall be sharp so that there are no frayed or split cuts. Proper pruning techniques shall be used so there is no stripping of bark. No branch stubs shall remain after pruning. Bidder shall remove old leaves that are yellow, dead and/or with brown tips.

E. Mulch

All plant material shall be maintained with a minimum depth of three (3) inches of mulch, or as needed to completely conceal the grow pot, soil, collars, blocking, and fill material, without mounding up over the top of the decorative planter/container. If necessary or requested by the County, additional mulch shall be added at no additional cost.

F. Plant Alignment

Inspect and adjust as necessary, all plant material which may be leaning, out of plumb or not centered. This shall be considered as part of the normal maintenance procedures.

G. Rotations

Bidder shall rotate plant material and/or planters/containers as necessary or as instructed by the County. Plants shall be rotated 180° once a month or as indicated by the County.

H. Collars, Blocking Fill Material

Bidder shall adjust and fix all collars, blocking and fill materials, or other materials that may become disturbed or collapsed. Collars, blocking and fill material shall be added as need and directed by the County at no additional cost.

I. Litter and Debris Removal

Bidder is to remove all litter and debris located within decorative planters/containers, and within fixed planter areas. The litter and debris to be removed includes, but is not limited to, dead plants material, leaves, branches, paper, cups, cigarettes butts, and food.

The Bidder is responsible for monitoring and removing planting debris located outside of the planters. This includes, but is not limited to, soils, bark, seeds, leaves, and branches. All landscaped areas are to be kept in a clean appearance in and around planters.

J. Clean-up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed in an appropriate manner.

K. Insects, Pests and Disease Control

The Bidder shall inspect all plants, pots and decorative containers for the presence of insects, pests (i.e. ants, gnats and roaches), and disease infestation during each service visit.

The Bidder shall report to the County all plant material infected with pests or disease, no later than 24 hours after discovery of such. The report shall include: (a) name or description of the plant material, and the name or description of the pest or disease, (b) location of the plant material, and (c) recommendation to remedy. The recommendation shall include: the chemical to be used, method of application and schedule for application (initial and follow-up treatment).

Action for treating plant material for pest, diseases or other health conditions shall be started no later than forty eight (48) hours after approval by the County. Only products approved by the Federal Environmental Protection Agency (EPA) and registered and approved by the State of Florida shall be used. Prior to the application of the chemical, the Bidder shall submit to the County the product's label and Material Safety Data Sheet for approval. The product as well as the follow up treatments shall be applied as indicated on the said labeling. Treatment shall continue until the pests, diseases or health conditions are under control. No products shall be used which will create a visible residue on the plant leaves or stems, without prior written approval from the County.

The application of all pesticides and herbicides shall be in compliance with the guidelines established by the Florida Department of Agriculture and Consumer Services, Division of Agriculture Environmental Services (AES), and the Bureau of Entomology and Pest Control (Chapter 482). The following links are provided for reference:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0482/0482.html or <https://www.flsenate.gov/Laws/Statutes/2012/Chapter482>

L. Fertilization

Plant materials shall be fertilized as needed or as indicated by the County with either Miracle Gro, Peters 20-20-20 or approved equal. The County shall be notified twenty-four (24) hours in advance of fertilizer application.

All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be dry, free flowing, and delivered in unopened bags, containers and/or boxes, which are fully labeled with the manufacturer's analysis. All fertilizer shall comply with local and State of Florida laws. Fertilizers shall be applied using the guidelines in Fertilization in the Green Industry Best Management Practices Manual, Chapter 5. The following link is provided for reference: http://ffl.ifas.ufl.edu/professionals/BMP_class_agenda.htm

M. Additional Work

The County may require additional work not listed in this solicitation, to include, but not limited to the installation of new interior plant material or relocation of plants and/or planters. Prospective Bidders shall provide an hourly labor rate per person as required in Section 4, Bid Submittal. Failure to provide an hourly rate per person may render the bidder's proposal non-responsive for Group 1. This person shall be ready to perform additional tasks related to interior plant maintenance services not covered in the specifications on an hourly rate basis. Multiple individuals may be required for a specific project. Should additional plants and/or decorative planters be required, the cost of the plants and required materials shall be paid on a cost "pass-thru" basis.

Should the Bidder fail to perform any service, or neglect to notify the County within a timely manner of any item or condition, such as pests or disease, which causes a significant decline in a plant(s) health or appearance, the bidder shall replace the plant at no additional cost to the County, at the same grade/quality and size. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

3.4 RENTAL OF PLANTS AND PLANTERS- GROUP 2

A price quote shall be obtained from all Bidders pre-qualified under Group 2 for rental of plants, decorative planters or any other auxiliary items. Rental services include, but are not limited to, provide, set-up and remove plants, decoration planters/container or any other related item.

3.5 OMISSION FROM THE SPECIFICATIONS

Where a specification is not provided for a given services, only the best commercial practices are to prevail, and only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

3.6 NON-CONFORMING WORK/DEFICIENCY

For non-conforming work and/or materials to include, but not limited to, defective work and/or materials, incomplete work, materials not delivered, unauthorized/unacceptable work and/or materials, work and/or materials not meeting the specifications, or rejected work and/or materials, the following procedures shall apply.

- a. Bidders shall promptly correct all deficiencies in work, and / or any work that fails to conform to the contract regardless of the work completion status. All corrections shall be done within two (2) working days after such deficiencies, and / or non-conformances are reported by the County representative, in writing. The Bidder shall bear all costs of correcting such rejected work.
- b. If the Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Bidder, that the Bidder is subject to being placed on probation. If the deficiencies continue, the County may, at its discretion, notify the Bidder, that the Bidder is subject to contractual default.

3.8 PLANT INVENTORY/SURVEY

- a. Bidder shall keep a detailed inventory of all plants by location, species, quantity and size. Upon County request, the bidder shall provide a detailed inventory report. The format of the report shall be pre-approved by the County.
- b. During the thirty (30) day period prior to the expiration of this contract, or in the event of its earlier termination (within a thirty (30) day period following such early termination), a final condition survey shall be conducted by the County. The County will assess that plants are healthy, showing satisfactory appearance, are free of insects, and other pest or disease. A Bidder representative shall be present and will accompany the County on the final condition survey to establish a list of plantings and material that must be replaced or treated for pest infestation or disease. The Bidder will be given five (5) days advance written notice of the date and time of final condition

survey. Shall plants need to be replaced or treated for any pest or disease, a schedule for these corrective actions will be set by the County.

3.9 UNIFORM, AND IDENTIFICATION

- a. All personnel performing services under this Contract must carry valid government issued photo identification such as a driver's license. All personnel shall wear a uniform shirt (or t-shirt) clearly displaying the Bidder's company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance and shall be worn at all times, while working on County premises. Non-uniform clothing will not be permitted.
- b. While performing services on airside property, Aircraft Operating Area (AOA), the following is required:
 - I. Each person accessing the AOA must obtain an identification badge issued by MDAD.
 - II. Operators of vehicles must obtain an AOA Driver's License issued by MDAD.
 - III. Bidder shall be escorted to and from the airside property by an authorized County personnel. The Bidder shall notify the County 48-hours in advance of the date and time servicing any airside property, in order to coordinate the escort.

3.10 MATERIALS, EQUIPMENT AND STORAGE

- a. Water will be provided by the County and available at designated locations. The Bidder shall take every precaution to avoid water spillage on carpets, furniture, walls, etc. County facilities or utilities shall not be utilized for the disposal of any material or excess water removed from plants and/or planters.
- b. All materials, plants, and equipment for installation and/or maintenance, shall be placed clear of all passageways, public seating areas, etc., to minimize interference with persons utilizing airport facilities. If in the opinion of the County representative, said interference is occurring, they shall have the right to stop all work in progress.
- c. Equipment shall not be left unattended.
- d. No storage area will be provided to the Bidder. However the Bidder may lease storage space, if available, from the County, at their discretion and at the Bidder's expense.
- e. Elevator access is available for plant's displacement. Bidder shall obtain pre-approval of the County, shall elevator access is needed.

**APPENDIX A
CURRENT INVENTORY
MIAMI-DADE AVIATION DEPARTMENT**

AREA	QUANTITY	PLANT DESCRIPTION & GROW POT SIZE
TERMINAL 'E' 1ST FLOOR ELEVATOR (LIVING WALL)		
1. 1 ST Floor	52	Dracaena Janet Craig Compacta 4"
2. 1 ST Floor	60	Scindapsus Aureus 'Neon' 4"
TERMINAL 'D' 1ST FLOOR CHAPEL (LIVING WALL)		
1. 1 ST Floor	28	Dracaena Janet Craig Compacta 4"
2. 1 ST Floor	32	Scindapsus Aureus 'Neon' 4"
CONCOURSE 'E' 7TH FLOOR HOTEL CONFERENCE CENTER		
1. Conference Area	5	Areca Palms 14"
TERMINAL 'E' 5TH FLOOR (LOBBY, DIRECTOR AND COS)		
1. 5 TH Floor	4	Aglaonema 8"
2. 5 TH Floor	5	Aglaonema 14"
3. 5 th Floor	3	Dracaena Janet Craig 10"
4. 5 th Floor	1	Dracaena Janet Craig Comp. 14"
5. 5 th Floor	1	Pothos 6"
6. 5 th Floor	5	Orchid 6"
7. 5 th Floor	1	Orchid 4"
CONCOURSE 'E' 2ND FLOOR AA CUSTOMER SERVICE		
1. 2 ND Floor	1	Fishtail Palm 36"
2. 2 ND Floor	1	Ficus Benjamina 17"
TERMINAL 'F' 2ND FLOOR CONSULAR LOUNGE		
1. Consular Lounge	3	Aglaonema 10"
2. Consular Lounge	10	Aralia Fruticosa 14"
3. Consular Lounge	15	Zamiocubcas 10"
CONCOURSE 'H' 2ND FLOOR		
1. Gate H 3-11	14	Ficus Benjamina, Nitida, Monique and Ali 32"
BUILDING 845/100 1ST FLOOR		
1. Planter 1	2	Warneckeii 14"
2. Planter 1	1	Dracaena Janet Craig 17"
3. Planter 2	2	Warneckeii 14"
4. Planter 2	1	Dracaena Janet Craig 17"
5. Planter 3	2	Warneckeii 14"
6. Planter 3	1	Dracaena Janet Craig 17"
7. Planter 4	11	Warneckeii 14"
8. Planter 4	1	Ficus Ail 17"
9. Planter 5	2	Warneckeii 14"
10. Planter 5	1	Dracaena Janet Craig 17"
11. Planter 6	12	Warneckeii 14"
12. Planter 6	1	Ficus Ail 17"
13. Planter 7	1	Dracaena Janet Craig 17"
14. Planter 7	2	Warneckeii 14"
15. Planter 8	2	Warneckeii 14"
16. Planter 8	1	Dracaena Janet Craig 17"
17. Planter 9	2	Warneckeii 14"
18. Planter 9	1	Dracaena Janet Craig 17"
19. Planter 10	1	Dracaena Janet Craig 17"
20. Planter 10	2	Warneckeii 14"

TERMINAL 'E' 3RD FLOOR (SPECIAL EVENT LOBBY AND OFFICE)

1.	3 rd Floor	3	Dracaena Janet Craig 10"
2.	3 rd Floor	3	Aglonema 10"
3.	3 rd Floor	3	Dracaena Janet Craig 10"
4.	3 rd Floor	9	Pothos 6"

TERMINAL 2ND FLOOR (MILITARY LOUNGE)

1.	2 nd Floor	3	Aglonema 14"
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TERMINAL 'E' 1ST FLOOR (BUS STATION)

1.	Bus Station	3	Aglonema 14"
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DOLPHIN GARAGE GROUND FLOOR (LANDSIDE ENTRANCE)

1.	Landside Entrance	6	Aglonema 14"
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MIC - RENTAL CAR CENTER

1.	Planter A	20	Scindapsus 8"
2.	Planter B	1	Merrilli Palm 28"
3.	Planter B	30	Zamioculcas 10"
4.	Planter B	45	Scindapsus 8"
5.	Planter C	3	Merrilli Palm 28"
6.	Planter C	40	Sanseveria 10"
7.	Planter C	50	Scindapsus 8"
8.	Planter D	1	Merrilli Palm 28"
9.	Planter D	20	Scindapsus 8"
10.	Planter E	1	Merrilli Palm 28"
11.	Planter E	20	Zamioculcas 10"
12.	Planter E	25	Scindapsus 8"
13.	Planter F	3	Merrilli Palm 28"
14.	Planter F	40	Sanseveria 10"
15.	Planter F	50	Scindapsus 8"
16.	Planter G	15	Zamioculcas 10"
17.	Planter G	20	Scindapsus 8"
18.	Planter H	20	Scindapsus 8"
19.	Planter I	1	Merrilli Palm 28"
20.	Planter I	30	Zamioculcas 10"
21.	Planter I	45	Scindapsus 8"
22.	Planter J	20	Scindapsus 8"
23.	Concourse Windows	10	Zamiocubcas 10"

BUILDING 3030 1ST, 2ND AND 3RD FLOOR

1.	1 st Floor	12	Warnecke 'Gold Star 14"
2.	1 st Floor	2	Chamaedorea 14"
3.	2 nd Floor	13	Warnecke 'Gold Star' 14"
4.	2 nd Floor	1	Chamaedorea 14"
5.	3 rd Floor	3	Warnecke 'Gold Star' 14"

BUILDING 5A 1ST FLOOR, HUMAN RESOURCES

1.	1 st Floor	2	Warnecke 'Gold Star 10"
2.	1 st Floor	2	Aglonema 10"
3.	1 st Floor	1	Dracaena Janet Craig 14"

TERMINAL 'D' 1ST FLOOR (GATE D-60)

1.	D-60	30	Spindle Palm 17"
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