

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. NA
 Re-Bid Other LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RFQ 9743-29 (Master Contract ROID1300059 9743-0/23)

TERM OF CONTRACT: 3 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Vegetation Control for the Metrorail Tracks and Guideways, and Lehman Center

Description: To establish a contract to purchase weed and vine control for the Miami-Dade Metrorail Tracks and Guideways, and the Miami-Dade Transit Lehman Center.

Issuing Department: ISD Contact Person: Jennyfer Calderon Phone: 305-375-5312

Estimate Cost: \$90,000.00 per three years Funding Source: General

ANALYSIS

<u>Commodity Codes:</u>			
988-36	988-52	675-85	
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.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
<u>Contractor:</u>			
<u>Small Business Enterprise:</u>			
<u>Contract Value:</u>	\$	\$	\$
<u>Comments:</u>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			
<u>RECOMMENDATIONS</u>			
	Set-aside	Sub-contractor goal	Bid preference
<u>SBE</u>			X
<u>Basis of recommendation:</u>			
Signed: Jennyfer Calderon		Date sent to SBD: 9/15/2015	
		Date returned to PMSD: _____	

SECTION 2: SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to purchase weed and vine control for the Miami-Dade Metrorail Tracks and Guideways, and the Miami-Dade Transit Lehman Center.

DEFINITIONS

- A. **Changes:** Modifications to the scheduled task. Re-scheduling a portion of the service cycle to another time and / or day.
- B. **Lehman Yard:** Refers to the Miami-Dade Transit Lehman Center tracks maintenance facilities.
- C. **PROS:** Refers to Parks, Recreation and Open Spaces Department.
- D. **Transit:** Refers to Miami-Dade Department of Transportation and Public Works.
- E. **Weed and/or Vine:** Refers to a) any plant that is not the same species as the cultivated and maintained individual plant, group of plants or mass of plants it is growing or surviving in or by, or b) any plant that grows on a hard surface.
- F. **Work Days and Hours:** Mondays through Thursdays from 12:00 midnight to 4:00 a.m.

2.2 TERM OF CONTRACT

This RFQ shall commence on the first calendar day of the month succeeding approval of the contract by the County, contingent upon the completion and submittal of all required documents. The contract shall expire on the last day of the last month of the three-year contract term.

2.3 SMALL BUSINESS CONTRACT MEASURES

The applicable measures for this RFQ is as follows:

SBE Set-Aside with exemption for the arborist portion which Bidders are allowed to subcontract.

The provisions for the Miami-Dade County certified Small Business Enterprises (SBEs) Program are available at <http://www.miamidade.gov/business/business-development-legislation.asp>.

2.4 METHOD OF AWARD

Award of this RFQ will be made to the lowest priced responsive, responsible Bidder in the aggregate, who qualified under RTQ 9743-0/23 for Group 2b, and who meets requirement listed below. In order to be considered for award, Bidders must submit an offer for all items listed. If a Bidder fails to submit an offer for all items, its offer may be rejected.

A. REQUIREMENT

1. Bidders shall provide the name of the Project Manager and/or Supervisor, along with the contact information. The Project Manager and/or Supervisor shall be the individual in their organization who is knowledgeable and experienced in grounds maintenance; and who will serve as the primary point of contact for the County. The Project Manager and/or Supervisor shall be able to communicate with the County and shall have full authority to act on behalf of the Bidder on all matters related to operations.

Bidders shall submit the specified information listed above with their bid submittal form as proof of compliance to the requirement of this RFQ. 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.

2.5 EXAMINATION OF SITES

A highly recommended site visit has been scheduled for Thursday, March 16th, 2017 at 9:30 a.m. The meeting point will be: Palmetto Station 7701 NW 79th Ave, Medley, FL 33166. It is very important that Bidders visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting an offer. No additional allowances will be made because of lack of knowledge of these conditions.

The 'cone of silence' will be lifted during the site visit to allow any questions to be addressed with representatives from Miami-Dade County. Bidders shall provide their own transportation and arrived promptly as the meeting will start on time. Bidders are requested to bring a copy of the RFQ to the site visit, as additional copies will not be available. This is a public meeting and multiple members of individual community councils may be present.

2.6 PRICES

The initial contract prices resultant from this RFQ shall remain fixed and firm for no less than 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/Procurement Management Division 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 US Department of Commerce for all Urban Consumers in the Miami-Ft. Lauderdale area. This adjustment shall not exceed the current Living Wage adjustment as published by the Small Business Development Division of the Department of Regulatory and Economic Resources issued each October.

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 MIAMI-DADE COUNTY LIVING WAGES

If the total contract value, **per year**, exceeds \$100,000 the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at www.miamidade.gov. A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/aopdfdoc/aopdf/pdf/files/AO3-30.pdf>.

2.8 CHANGES

A. Additional Site

Although this RFQ identifies specific sites to be serviced, it is hereby agreed and understood that the County may at its option add services to the contract. If additional services are required, price quotes shall be obtained from the Awarded Bidder. If the County determines that the price submitted by the Awarded Bidder is not competitive, the County reserves the right to acquire the services through a separate solicitation.

B. Site Modification

Should a site increase or decrease in size, price quotes shall be obtained for the modification from the Awarded Bidder. If the price submitted by the Bidder for the modification is not competitive, the County reserves the right to acquire the services through a separate solicitation.

C. Decrease/Increase Service Cycles

1. Decrease: The County has provided the estimated amount of service cycles in Section 4, Bid Submittal Form. If the numbers of cycles are reduced by two cycles or more, Bidders may request to negotiate prices with the County. If the numbers of cycles are increased back to the original amount

listed in Section 4, the original quoted price, plus any applicable CPI increases will be paid subsequently.

2. Increase: If the numbers of cycles are increased by two cycles or more, the County may request to negotiate prices with the Bidders. If the numbers of cycles are decreased back to the original amount listed in Section 4, the original amount, plus any applicable CPI increases will be paid subsequently.

2.9 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, 701 NW 1 Court, 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. 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 the equipment used in the performance of this contract. Bidder's employees shall wear a safety vest or bright orange tee shirts at all times while performing the service cycle. 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.

c. Identification and Uniform

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. Non-uniform clothing will not be permitted.

Failure to comply with any of these requirements will result in immediate suspension of work, without additional time being added to the cycle, and reduction fees may apply until reason for suspension has been corrected. This policy will be in effect until the Bidder is advised to resume work.

2.10 INSURANCE

The following clauses replace the insurance requirement listed on Section 1, Paragraph 1.22:

SECTION 3: SCOPE OF SERVICES

3.1 KICK OFF MEETING

After award of this RFQ, a kick off meeting will be held with the Awarded Bidder and members of PROS and Transit to discuss schedule of work and training, and the scope of services.

3.2 WORK TO BE PERFORMED

The Awarded Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. The Awarded Bidders shall perform three (3) service cycles per year. The County shall notify the awarded Bidder with the start date on every service cycle with two (2) weeks of advance notice. The Awarded Bidders shall accomplish all tasks during the days and hours listed in Definitions, Paragraph D, for a period of a maximum of four (4) consecutive days. The awarded Bidder shall coordinate with the authorized representative of the County prior to commencement of the work.

Services shall be performed in a thorough and skillful manner with the highest professional service standards and horticulture techniques. Bidders shall conduct the work in a manner which shall not interfere with normal pedestrian traffic or adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause any annoyance to residents near the sites. Additionally all applicators must comply with Miami Dade County and State of Florida, (FDACS) Florida Department of Consumer Services Certification requirements, regulations and ordinances.

The Bidder's applicator shall hold a valid the Florida Department of Agriculture and Consumer Services Pesticide Certification on Right of Way (Category 6), as the applicator shall carry the certificate at all time during the application.

3.2 TASKS

A. WEED AND VINE REMOVAL

The Awarded Bidder shall remove all weeds and vine by spraying Esplanade F Herbicide, Method 240SL Herbicide or an equal brand to an estimated of 25-mile of dual track to the Miami-Dade Metrorail System mainline riding on board as follows: inside of the track, between track 1 and 2, and up to 5-feet from the outside edge of the tracks. The Awarded Bidder is also to apply herbicide to the ground level and ballasted tracks to include: Dadeland South tail track, I-95 pocket area, Colmar cross over area, Palmetto tail track, and to about 10-miles of test/guideway work tracks and 1,000 ft. of retention wall at Miami-Dade Transit Lehman Center Yard facilities.

3.3 AN "EQUAL" PRODUCT

The mention of a particular manufacturer's brand name or style number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the style, type or quality of merchandise that will be acceptable. Bidder are to list the herbicide brand name or product number should an alternate chemical be offered.

In addition, the bidder shall submit to the County the Material Safety Data Sheet of the alternate chemical to use, to include the exact brand name and generic formulation of the chemical, the specific proposed applications, the methods of application, the supervision of use, and the training of employees. No chemical herbicide shall be applied until use is approved in writing by the County, as appropriate for the purpose and area proposed. Miami-Dade County reserves the right to request and review additional information and samples to make such a determination. The determination as to whether any alternate chemical is or is not equal shall be made solely by Miami-Dade County and such determination shall be final and binding upon all bidders.

3.4 SAFETY TRAINING

A one-day mandatory Guideway Safety Training is required for all individual providing services to the Metrorail Tracks prior to commence any work. The training is conducted by the Miami-Dade Department of Transportation and Public Works (Transit) at no cost to the Bidder. The County will notify the Awarded Bidder with the day, time and location of the training.

SECTION 4: BID SUBMITTAL FORM

4.1 BID SUBMITTAL

Item #	Est. Qty. per Year	Unit of Measure	Item Description	Unit Price Per Circle
1	3	Cycles	Apply herbicide to the 25 miles of track for the Miami-Dade Metrorail System mainline riding on board, as listed in Section 3, Paragraphs 3.2.A.	\$ _____ per Cycle
2	3	Cycles	Apply herbicide to Dadeland South tail track, as listed in Section 3, Paragraphs 3.2.A.	\$ _____ per Cycle
3	3	Cycles	Apply herbicide to Colmar cross over area, as listed in Section 3, Paragraphs 3.2.A.	\$ _____ per Cycle
4	3	Cycles	Apply herbicide to I-95 pocket area, as listed in Section 3, Paragraphs 3.2.A.	\$ _____ per Cycle
5	3	Cycles	Apply herbicide to Palmetto tail track, as listed in Section 3, Paragraphs 3.2.A.	\$ _____ per Cycle
6	3	Cycles	Apply herbicide to about 10-miles of test/guideway work tracks and 1,000 ft. of retention wall at the Lehman Yard tracks at William Lehman Center Yard Facilities, as listed in Section 3, Paragraphs 3.2.A.	\$ _____ per Cycle

4.2 SUPERVISOR/PROJECT MANAGER

The Bidder shall provide the following information as per Paragraph 2.4.A

Supervisor/Project Manager	
Name:	_____
E-mail Address:	_____
Cell Number:	_____



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE PROGRAM

THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES

Name of Bidder/Proposer _____ Contact Person _____
 Address _____ Phone _____ Fax _____ Email _____
 Project Name _____ Project Number _____

SBE Contract Measure _____

This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid

Prime Contractor Total Percentage:

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid

Subcontractor Total Percentage:

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature _____ Bidder/Proposer Print Name _____ Bidder/Proposer Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature _____ Subcontractor Print Name _____ Subcontractor Print Title _____ Date _____

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.



SMALL BUSINESS ENTERPRISE - CONSTRUCTION PROGRAM MONTHLY UTILIZATION REPORT

FINAL

Reg: #9

This report is required by Miami Dade County (MDC). Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

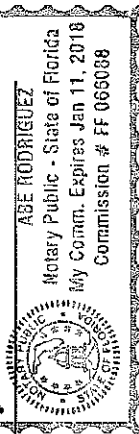
REPORTING PERIOD	1/25/2016 1/8/2017	PROJECT NAME: ROADWAY RESURFACING CONTRACT	PROJECTED START DATE: Mar-16	SEE - 0000 & CONSTRUCTION SERVICES
FROM:	12/5/2016 1/8/2017	PROJECT NUMBER: 20150133 - MCC 7360 Plan.	PROJECTED START DATE: Mar-16	SEE - CONSTRUCTION SERVICES
TO:		PROJECT LOCATION: COUNTY WIDE	TELEPHONE:	SEE - CONSTRUCTION SERVICES
		DEPT. PROJECT MANAGER:		SEE - CONSTRUCTION SERVICES

PRIME CONTRACTOR							
NAME:	H&R PAVING INC.	PHONE:	305-261-3005	CONTRACT AWARD DATE	FEB-16	CONTRACT AWARD AMOUNT	2,139,069.85
ADDRESS:	1555 NE 110 AVE MIAMI, FL 33172	PHONE:		CONTRACT PERIOD	460 DAYS <th>CHANGE ORDER AMOUNT</th> <td></td>	CHANGE ORDER AMOUNT	
DATE OF REQUISITION	1/24/2017	DATE OF LAST PAYMENT BY MIAMI-DADE COUNTY	1/18/2017	AMOUNT REQUESTED TO DATE	1,357,615.34	% COMPLETE TO DATE	63%
AMOUNT REQUISITIONED THIS PERIOD	36,258.70	AMOUNT REQUISITIONED TO DATE	1,357,615.34	DATE OF REQUISITION	1/8/2017	COMPLETION DATE	May-16
DESCRIPTION	LAST PAYMENT AMOUNT BY MIAMI-DADE COUNTY			CONTRACT PERIOD	460 DAYS <th>COMPLETION DATE</th> <td>May-16</td>	COMPLETION DATE	May-16
Was last MDC Payment within 14 Days of Prime's Requisition? YES OR NO							

SMALL BUSINESS ENTERPRISE OPPORTUNITIES															
Name of firm(s) Meeting the Goal	GOAL %	TIER 1, 2, 3, 4	MAKE-UP	CONTRACT PERIOD		DESCRIPTION OF WORK	SIGNED CONTRACT AGREEMENT	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM/SUB)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT AMOUNT	LAST PAYMENT DATE	Was last pmt. within 2 days of MDC payment to Prime? (Y/N)	PAID TO DATE
				START DATE	END DATE										
HIGHWAY STRIPING, INC	1	1	1	1/18/2017	1/18/2017	STRIPING	212,237.10	3,366.16	1/18/2017	1/18/2017	109,933.32	758.70	12/19/2016	186,577.16	
QUALITY CONST. PERF. INC	1	1	1			CONCRETE	95,545.00	17,378.27	N/A	1/8/2017	39,469.43	4,047.21	8/9/2016	31,173.80	
BIG D. ENGINEERING, INC	1	1	1			CONCRETE			1/8/2017	1/18/2017	23,109.25	5,730.98	1/19/2017	5,730.98	
TOTAL															

Executed by: Signature of Affiant

Sworn before me: This 24th Day of January 2017



 ABE RODRIGUEZ
 Notary Public - State of Florida
 My Comm. Expires Jan 11, 2018
 Commission # FF 065088

Signature of Affiant _____ Date: 1/24/2017

Phone: 305-261-3005