

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X 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. ROHD1200005 TERM OF CONTRACT YEAR(S) WITH YEAR(S)
OTR Upon Completion

Requisition /Project Title: West Little River Tree Planting Project

Description: The purpose of this Invitation to Quote is to establish a contract to furnish, deliver and install plants material from NW 95 Street to NW 103 Street and from NW 7 Avenue to NW 27 Avenue

Issuing Department: ISD - PMS Contact Person: Lina Bonilla Phone: 305-375-2173
Estimate Cost: \$100,000.00 GENERAL FEDERAL OTHER
Funding Source: Community Development Block Grant

ANALYSIS

<u>Commodity Codes:</u> 988-52	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			

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation: No measures – Federal Funds				
Signed: Lina Bonilla			Date sent to SBD: 7/17/2012	
			Date returned to DPM:	

Revised April 2005

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 DEPT. BUSINESS DEV.
 2012 JUL 17 PM 3:37



**THIS IS NOT
AN ORDER**

CONTRACT TITLE: West Little River Tree Planting Project
DUE DATE: 2:00 PM, Friday, , 2012
CONTACT PERSON: Lina Bonilla; **PHONE:** 305-375-2173; **E-MAIL ADDRESS:** lbonill@miamidade.gov
FAX: 305-375-4407

VENDORS MUST SUBMIT A SEALED QUOTE TO:
 Miami-Dade County
 Internal Services Department
 Procurement Management Services
 Vendor Assistance Section
 Stephen P. Clark Center
 111 NW 1st Street, 13th Floor
 Miami, Florida 33128-1983

For additional information see Instructions to Vendors, and Terms and Conditions

The Cone of Silence is applicable to this Invitation to Quote. Requests for additional information or clarification shall be made via email to the contact person identified on this form. A copy must be filed with the Clerk of the Board to CLERKBCC@miamidade.gov.

Section 1

1.1 SCOPE

The purpose of this Invitation to Quote (ITQ) is to furnish, deliver and install landscaping plant material from **NW to 95th Street to NW 103rd Street and NW 7th Avenue to NW 27th Avenue.**

1.2 METHOD OF AWARD

Award will be made to the lowest responsive, responsible vendor whose offer represents the lowest price when all items are added in the aggregate and who meets the minimum criteria listed below under Item A. To be considered for award, the vendor shall offer prices for all items. If a vendor fails to submit an offer for all items, its offer may be rejected. Vendors shall comply with all applicable requirements in requirements listed in **form HUD-5370C**.

Vendors wishing to participate shall submit the following:

- A. Vendors shall be regularly engaged in providing the goods and services being requested under this ITQ. Vendors must submit a list of three current references. The references listed must be customers to whom the vendor has provided the goods and services described in the ITQ. The references must include the customer's company name, and the name, title, address, and e-mail and telephone number of the contact person who can verify that the vendor has successfully provided the goods and services listed throughout. The County may determine through the references that the vendor has sufficient expertise and experience.

Section 1, Paragraph 1.2 A Reference No. 1	Company Name: _____ Contact Person: _____ Title: _____ Street Address: _____ Contact Person Telephone No.: _____ E-mail Address: _____
Section 1, Paragraph 1.2 A Reference No. 2	Company Name: _____ Contact Person: _____ Title: _____

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	Street Address: _____ Contact Person Telephone No.: _____ E-mail Address: _____
Section 1, Paragraph 1.2.A Reference No. 3	Company Name: _____ Contact Person: _____ Title: _____ Street Address: _____ Contact Person Telephone No.: _____ E-mail Address: _____

West Little River Tree Planting Project: NW to 95 th Street to NW 103 rd Street and NW 7 th Avenue to NW 27 th Avenue				
ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
1.	100 each	10'-12'	Silver Buttonwood	\$
2.	72 each	12'-14'	Bulnesia "Verawood"	\$
3.	10 each	14'-16'	Live Oak	\$
4.	188 each		Installation	\$
5.			Watering- per Section 2, Paragraph 2.3 B3	\$
6.			Removal of Stakes and Guys	\$

Vendors shall identify the individuals who will be representing the vendor at the project site during the progress of the work. These representative(s) shall be the primary contact person for the vendor and all communications given to and all decisions made by the representative(s) shall be binding to the vendor. The representative(s) shall be considered, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County. The name of the representative(s) and telephone number shall be provided.

Representative(s) name: _____ Telephone No.: _____ Representative(s) name: _____ Telephone No.: _____ Representative(s) name: _____ Telephone No.: _____

Check off which brand will be used:

- Atlantic Florida East Coast Fertilizer Mixture (No. 5231) 12-06-08 slow-release fertilizer – See Section 2.3 B 1
- Approved equal brand _____

- Forestry Research Products Florimulch (Melaleuca mulch) See Section 2.3 B 2
- Approved equal brand _____

- Arbor Tie manufactured by Deep Root Partners, L.P., - See Section 2.3 B 6
- Approved equal brand _____

1.3 MEASURES -No measure

1.4 Contract Term

The resultant contract of this ITQ shall remain in effect until the project has been completed and accepted by an authorized County representative.

1.5 INDEMNIFICATION INSURANCE GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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 issue thereon. Provider expressly understands and agrees that any insurance protection

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required by this Agreement or otherwise provided by Provider 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.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 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:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. 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.
- C. 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.

All insurance policies required above 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 "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County 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 and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY

111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor.

1.6 **METHOD OF PAYMENT**

The County shall pay the vendor in phases as described below:

Phase 1: 50% of the total bid price for the plant material once delivered and accepted by the County user department

Phase 2: The remainder of the balance upon acceptance of the project by an authorized representative of the using County department

In addition to the **general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number** that was signed by an authorized representative of the using County department at the time the items or services were delivered and accepted. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the plants or

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services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the plants or services.

- A. All invoices shall contain the following basic information:
- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and the vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
 - II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
 - III. Pricing Information:
 - Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
 - IV. Goods or Services Provided per Contract:
 - Description
 - Quantity
 - V. Delivery Information:
 - Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property

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

In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code payment shall be 45 days from receipt of a proper invoice (30 days to small firms).

1.7 SHIPPING

- A. Packing Slip/Delivery Ticket to Accompany Plant Materials During Delivery

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

- B. Damaged Goods

The vendor shall be responsible for filing, processing, and collecting all damage claims against the shipper.

1.8 WARRANTY / DEFICIENCIES

- A. Warranty Coverage Required

The vendor shall warrant its products and service against faulty labor and defective material, for a minimum period of one (1) year after the date of acceptance of the labor and materials by County representatives. This warranty requirement shall remain in force for the full one (1) year; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

- B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after the County notifies the vendor of such deficiency. Any trees that are dead, have significant dieback or are not in viable condition in the County representative's opinion must be replaced. Replacements must be equal to the original tree in species, size and specification. Interim inspections may be made at the discretion of County representatives during the warranty period and any replacements needed shall be made at that time.

If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or plant materials within the period specified, the County may, at its discretion, notify the vendor, that the vendor may be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for

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any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing or (c) subject to be debarred as a County vendor. Should any replacements made during the warranty period die before the end of the one (1) year warranty, they must again be replaced.

1.9 ACCEPTANCE OF PRODUCT

The trees and landscaping plant materials to be provided hereunder shall be delivered and maintained in full compliance with the specifications and requirements set forth in this ITQ. If a vendor-provided product is determined to not meet the specifications and requirements of this ITQ, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County representative's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County representative under this clause.

1.10 COMPLIANCE / REGULATIONS / SAFETY

A. Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. The vendor performing services under this contract shall conform to all relevant OSHA, 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 vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County representative. The vendor shall install from beginning to end of this project, warning signs and/or any other warning and safety devices advising motorists of work being done in the area. All signs shall be temporary and must be removed at the end of the work operation, or at the end of day whichever comes first. Hazardous conditions, not caused or correctable by the vendor are to be immediately reported to the County representative.

B. Compliance with Federal Standards

It is agreed that services quoted shall comply with all Federal, State, Florida Department of Transportation, and local laws relative thereto. Failure to do so will result in the County issuing an order to the vendor to immediately stop the operation in question. The operation will be allowed to resume only after the County representative has approved the vendor's corrections to the work zone.

C. Legal Requirement for Pollution Control

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

D. Toxic Substances/Federal "Right to Know" Regulations

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

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

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

E. Safety

The vendor shall provide each employee with a safety vest, or reflective tee shirt, and establish a safe working zone during all work operations. The County reserves the right stop the work when unsafe or harmful acts are observed or reported, relative to the performance of the work under the contract.

F. Accident Prevention, Barricades and Safety

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, Florida Department of Transportation 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 vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County user department.

1.11 LICENSES, PERMITS AND FEES

INVITATION TO QUOTE NO.:

- A. The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on County or the vendor for failure to obtain required licenses, permits or fines shall be boned by the vendor.
- B. At public facilities where underground utilities are present it will be the responsibility of the vendor to mark the utility location and contact the facility, or the County representative to verify utility locations. When planting trees within the public right-of-way it is the responsibility of the vendor to contact the appropriate utilities and have the utility locations marked. Conflicts between utility locations and tree locations may result in adjustments to tree locations or a reduction in the quantity of trees ordered. In these cases County representatives will determine the adjustments to be made.

1.12 **LABOR, MATERIALS AND EQUIPMENT**

The vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose.

1.13 **WORK**

A. Notification to Begin Work

The vendor shall neither commence any work, nor enter a work premise, until a Work Order and / or Purchase Order directing the vendor to proceed has been received from an authorized County representative.

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

B. Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been performed.

C. Work Acceptance

This project will be inspected by an authorized County representative(s) in order to determine acceptance of work, appropriate invoicing, and warranty conditions.

D. Repair Damage

The vendor shall take all precaution(s) necessary to prevent damage to existing structures, curbs, walkways, pavement, marked utilities, etc. Where minor damage to turf areas occurs all ruts and other irregularities are to be filled with clean sand and leveled. If more extensive turf areas are disrupted grading and sodding of the area will be required. Any such damage will be repaired by the vendor at his expense within ten (10) working days after notification.

Section 2

2.1 **PROJECT ASSIGNMENT**

- The trees and landscaping plant materials shall be transported by the vendor to the designated site and planted in the location as indicated by County representative(s). The trees and landscaping plant materials and work methods must be in accordance with all specifications herein.
- All plant material supplied by the vendor shall be Florida Grade #1 or better as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants with regard to shape and branching structure, foliage and root system as typical for each species. All plant material shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insects, plant diseases and injuries. No substitutes will be acceptable and it will be the sole discretion and decision of the County representative to either accept or reject the order.
- The County reserves the right to inspect and tag the trees in the nursery or to inspect them upon delivery to the planting site. Trees that do not meet the quality and size specification will not be accepted, and shall not be planted. If the trees and landscaping plant material are acceptable, then the County assumes responsibility for the order after unloading of material by vendor. If the vendor disagrees with the condition of the plant material, a third party assessment by the Florida Department of Agriculture will be requested. Both parties will accept results of this review.

2.2 **PREPARATION OF PLANT MATERIAL**

All trees must be root pruned using standard nursery industry practice, not less than six (6) weeks or more than six (6) months prior to planting. No plants will be accepted when the root ball has been cracked, broken, or damaged in any fashion. Plants are to be protected during transport to avoid windburn, dehydration of the root ball or other damage. Once the tree is removed from the ground at the nursery, it must be planted within 48 hours.

2.3 SIZE OF PLANT MATERIAL

Size of the tree will be determined by measuring from existing ground level to the topmost portion of the tree. Overall height of tree(s) must have relational size of trunk caliper and size of root ball as follows:

HEIGHT	CALIPER	MINIMUM DIAMETER OF ROOT BALL	MINIMUM DEPTH OF ROOT BALL
10' – 12'	2" Minimum	24"	16"
12' – 14'	2-1/2" Minimum	28"	18"
14' – 16'	3" Minimum	32"	21"

All measurement of caliper is to be made 6" above ground level. Crown spread diameter to be consistent with guidelines provided in the most current edition of Florida Grades and Standards for Nursery Plants.

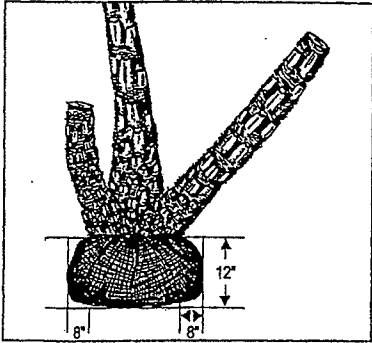


Fig 4. Measuring the width and depth of a root ball.

PLANTING: (for planting detail illustration of a Typical Tree)

A. Planting

The planting pit shall be a minimum of 24" wider than the diameter of the root ball unless otherwise directed by County representative(s). The depth of the pit shall be adjusted so that the top of the root ball will be at the same elevation as the existing ground level. Burlap is to be untied and pulled away from the top of the ball unless otherwise specified in writing the County representative(s).

B. Backfill Material

The existing material excavated from the planting pit is to be used as backfill.

1. Fertilizer

All trees are to be fertilized at time of planting with Atlantic Florida East Coast Fertilizer Mixture (No. 5231) 12-06-08 slow-release fertilizer, or approved equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rate is 2 lbs. /tree.

2. Mulch and other Materials

A planting saucer will be established as the same size as the diameter of the planting pit and the rim shall be no higher than 4". The mulch is to be Forestry Research Products Florimulch (Melaleuca mulch) free of viable seed and burrowing nematodes and certified by the Florida Department of Agriculture or equal or red mulch or cypress mulch and is to be spread evenly inside the saucer to a depth of 3". Furnished materials shall include but not be limited to plants, sod, top soil, potting soil, mulch, lava rocks, landscaping stones, landscaping timbers, chattahoochee stones, egg rock and other landscaping materials as required for each project.

Note: Using destroyed trees is an environmentally-friendly method of producing mulch as long as it is certified to be seed-free.

3. Watering-In

Plants are to be watered-in during the planting process to eliminate all air pockets in the backfill material. On installation and relocation work, the vendor shall provide all labor and materials required to perform the following watering schedule.

4. Watering Schedule

- a. After planting the trees they are to be watered as follows:
 - 3 times / week for the first 4 weeks
 - 2 times / week for the second 4 weeks
 - 1 time / week for the third 4 weeks

- b. Application Rate for Trees:
 - 6 gallons of water per visit / per application

INVITATION TO QUOTE NO.:

- 5. Staking, guying and saucer removal

Trees shall be guyed using Arbor Tie (a flat woven polypropylene material with 900 lb. break strength) manufactured by Deep Root Partners, L.P., or approved equal.

Six (6) months after planting the vendor shall return to the site and remove all materials used for staking, guying and level to existing grade the 4" saucer planting pit and removing all excess material. At the discretion of the County representative(s) the period for staking and guying may be extended beyond six (6) months but for no longer than one (1) year.

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

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

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

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

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

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

Addenda Received: Yes No If yes, please indicate the number of addenda received: _____

It is hereby certified and affirmed that the vendor shall accept any awards made as a result of this quotation. Vendor further agrees that prices quoted will remain fixed until the project is completed. If awarded a purchases order or contract as a result of this solicitation, vendor further agrees that prices quoted shall remain fixed and firm for the term of the contract.

Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award

Authorized Signature: _____ Title: _____

Print/Type Name: _____ Phone: _____

E-mail: _____ Fax: _____

Firm Name: _____ F.E.I.N. No.: ____ / ____ - ____ / ____ / ____ / ____ / ____

Address: _____ City: _____ State: ____

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

INSTRUCTIONS TO VENDORS

- 1. Sealed quotes must have the following information clearly marked on the face of the envelope:
 - 1. Vendor's name and return address
 - 2. Quote number
 - 3. Quote opening date and time
- 2. Quotes received after the time and date specified, and after any other quotes have been opened may not be accepted.
- 3. Requests for additional information or clarification must be made in writing to the person identified on the front of this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the vendor's responsibility to assure receipt of all addenda.

TERMS AND CONDITIONS

- 1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.

2. The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.
3. In case of default by a successful vendor, Miami-Dade County may procure the goods or services from other sources and charge the vendor, any excess cost or damages occasioned thereby, and debar the vendor from further County contracts in accordance with the Miami-Dade County Code.
4. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.
5. The Internal Services Department, Procurement Management Division (DPM) Director, or designee, shall issue an award under this request to quote. The vendor shall honor no request for performance until the DPM Director, or designee, has made an award.
6. Any vendor may protest any recommendation for contract award in accordance with the applicable provisions of the Dade County Code.

To Receive A Copy Of Bid Tabulation

To receive a copy of the tabulation of bids, the Vendor must enclose a self-addressed, stamped envelope when submitting the quote.

Legal Requirements

Vendors are advised that this contract is subject to all legal requirements contained in the County's Administrative Order 3-38 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail.

Section II -

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Section II – (With Maintenance Work) Office of Labor Relations OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

- (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the industry; and
- (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

- (i) Name, address and Social Security Number;
- (ii) Correct work classification or classifications;
- (iii) Hourly rate or rates of monetary wages paid;
- (iv) Rate or rates of any fringe benefits provided;
- (v) Number of daily and weekly hours worked;
- (vi) Gross wages earned;
- (vii) Any deductions made; and
- (viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for

inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
- (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
 - (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



Small Business Development Division Project Worksheet

Project/Contract Title: LITTLE RIVER PLANTING PROJECT
 Project/Contract No: RQPW120004
 Department: PARKS & RECREATION
 Estimated Cost of Project/Bid: \$100,000.00
 Description of Project/Bid: To establish an Invitation To Quote to furnish, deliver and install plant material at Little River.

Received Date: 12/05/2011

Funding Source:
CDBG

Resubmittal Date(s):

Contract Measures Recommendation

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
No Measure	SBE	

Reasons for Recommendation

NO MEASURE - FEDERAL FUNDS
 (There are sixty-three (63) SBE firms certified in the required Commodity Codes)

Commodity Codes: 988-36 - Grounds Maintenance: Mowing, Edging, Plant (not tree) Trimming, etc. and 988-52 - Landscaping (including Design, Fertilizing, Planting, etc., but not Grounds Maintenance or Tree Trimming Services)

Analysis for Recommendation of a Goal

<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
	SBE	\$0.00		160
Total		\$0.00		

Living Wages: YES NO

Responsible Wages: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____

No Measure Deferred _____ Selection Factor _____

 County Mayor / Designee Date