

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit services for the extermination of termites for Miami-Dade County (County). Placement in the Pool is **not** a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

2.2 DEFINITIONS

Invitation to Quote (ITQ) – Shall refer to the solicitation of quotes from the Pool for specific goods and/or services; and awarded based on lowest price, or other quantifiable criteria.

Prequalified Pool of Vendors (Pool) – Shall refer to business entities/individuals determined by the County's Internal Services Department, Strategic Procurement Division, as meeting the minimum standards of business competence, financial ability, and/or product quality for placement in the Pool, and which may submit quote or proposal, at the time of need.

Vendor – Shall refer to a business entity/individual responding to this RTQ.

Submittal – Shall refer to all information, attachments and forms submitted in response to this RTQ.

Work Order Proposal Request (WOPR) – shall refer to a competitive process involving the solicitation of proposals, by the Internal Services Department Strategic Procurement Division, from the Pool for specific goods and/or services; and evaluated and awarded based on best value.

2.3 TERM

The Pool shall be established on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The Pool shall expire on the last day of the month of the five year term.

2.4 QUALIFICATION CRITERIA

Vendor shall meet the following criteria to be considered for placement in the Pool and for participation in future solicitations for the following groups:

Group 1: Spot Treatment for Dry Wood Termites, and partial or Total Treatment for Subterranean Termites

Group 2: General Fumigation for Dry Wood Termites

Qualification Criteria for all Groups:

1. Vendors shall be authorized by the Florida Department of Agriculture and Consumer Services (FDACS) to operate a Pest Control Business per Chapter 482 of the Florida Statutes. A copy of the current license or a print out from the FDACS website shall be included with the Vendor's Submittal.
2. Vendors shall provide the contact information of a designated company representative that will provide the County with support and information concerning service orders placed and to receive future ITQ's and WOPR's.

Additional Criteria for Group 1:

3. Vendors shall provide proof that their employees are Certified Pest Control Operators (CPCO) in the category of Termite and Other Wood-Destroying Organisms. A copy of their current certification or a print out from the Florida Department of Agriculture and Consumer Services website for each employee who will provide services to the County shall be included with the Vendor's Submittal.

Additional Criteria for Group 2:

4. Vendors shall provide proof that their employees are Certified Pest Control Operators (CPCO) in the category of Fumigation. A copy of their current certification or a print out from the Florida Department of Agriculture and Consumer Services website for each employee who will provide services to the County shall be included with the Vendor's Submittal.

Vendors shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this RTQ. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents throughout the term of the RTQ. It shall be the sole right of the County to determine the number of Vendors which will be included in the Pool. During the term of the RTQ, the County reserves the right to add or delete Vendors as it deems necessary, and in its best interest.

2.5 INSURANCE

Insurance is **not** required in order to be prequalified under this RTQ. Insurance requirements will be detailed in the subsequent ITQ or WOPR.

2.6 SPOT MARKET QUOTES

Vendors in the Pool will be invited to participate in future spot market competition, as needed. The spot market competition will be in the form of an ITQ or WOPR that will include the specific goods and/or services required, and may include provisions, as applicable, such as:

- Small Business Enterprise (SBE) Measures
- Warranty Requirements
- Liquidated Damages
- Living Wage

For federally funded projects/programs, additional provisions may apply in accordance with the funding source. The following provisions from Section 1, General Terms and Conditions shall be exempted from such solicitations, as indicated in the ITQ or WOPR.

- Local Preferences
- User Access Program (UAP) Fee
- SBE Measures
- Local Certified Veteran Business Enterprise Preference
- First Source Hiring Referral Program
- SBE Prompt Payment Terms
- Office of Inspector General Fee

When a requirement to procure services listed under a specific group is identified, Vendors pre-qualified under that group will be invited to quote. When a requirement to procure services falls under both groups, Vendors pre-qualified under both groups will be invited to quote. The County at its sole discretion and in its best interest may choose to quote services in the method that best meets its needs.

2.7 **ADDITIONAL GROUPS**

The County reserves the right to add additional groups (with applicable qualification criteria) to this RTQ. The Internal Services Department, Procurement Management Division will solicit the industry and award said group on a competitive basis. It is hereby agreed and understood that although this RTQ identifies specific groups and services; additional groups and/or services may be added at the County's option related to termite services and pest control.

2.8 **HUD SECTION 3 REQUIREMENT**

In order to be considered for award for ITQ or WOPR issued by Miami-Dade Public Housing and Community Development Department, Vendors must provide the documents listed below for review and approval by Housing. Therefore, the documents mentioned below are not a requirement to become prequalified under this pool; however, it is a requirement to be considered for an award for ITQ or WOPR issued by Miami-Dade Public Housing and Community Development Department.

- **HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)**
This provision is designed to provide information to prospective Vendors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.
- **Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)**
Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.
- **General Conditions for Non-Construction Contracts Section I – (With or without Maintenance Work) (Form HUD-5370-C)**
This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the awarded Vendor(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.
- **Business Preference Claim Form Document 00200**
- **Section 3 Economic Opportunity And Affirmative Marketing Plan Document 00400**
- **Contractor Subcontractor Estimated Project Worksheet Document 00450**

2.9 **SPECIAL PROVISIONS**

In addition to Section 1.53, ITQ or WOPR issued by Miami-Dade County Aviation Department shall require Vendors to comply with the following unless otherwise stipulated on the subsequent ITQ/WOPR:

A). Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The Vendor (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 Vendor, 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 Vendor 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 Vendor 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 Vendor of the Vendor'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 Vendor 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 Vendor is in the exclusive possession of another who fails or refuses to furnish the information, the Vendor 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 Vendor'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 Vendor under the contract until the Vendor complies and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: The Vendor 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 Vendor 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 Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Vendor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.
- B) 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 [Vendor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Vendor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- C) 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. Vendor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Vendor 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). Vendor 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.

2.10 2026 WORLD CUP

Applicable for ITQ or WOPR issued by Miami-Dade County Aviation Department. 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, Vendor 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 Vendor'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 Vendor, 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, Vendor 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 Vendor 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 WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

It is the intent of this solicitation to identify and make available to the County, Vendors capable of providing all labor, supervision, equipment, expertise, and materials necessary to perform termite extermination services for multiple County departments, on an "as needed basis."

3.2 SERVICES TO BE PROVIDED

Services may include, but not be limited to, eradication of termites or other wood dwelling organisms. Vendors may be required, in subsequent spot market solicitation, to provide various treatment methods that may include: general fumigation and spot treatments for dry wood termites, and partial or total treatment for subterranean termites.

SECTION 4
SUBMITTAL FORM

VENDOR: _____

QUALIFICATION CRITERIA TO BE COMPLETED BY ALL VENDORS		
Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements.		
Reference Section	Requirements	Copy Attached
2.4 (1)	Vendors shall be authorized by the Florida Department of Agriculture and Consumer Services to operate a Pest Control Business per Chapter 482 of the Florida Statutes. A copy of the current license or a print out from the FDACS website shall be included with the Vendor's Submittal.	<input type="checkbox"/>
2.4 (2)	Vendors shall provide the contact information of a designated company representative that will provide the County with support and information concerning service orders placed and to receive future ITQ's and WOPR's.	<input type="checkbox"/>

ADDITIONAL QUALIFICATION CRITERIA FOR GROUP 1		
Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements.		
2.4 (3)	Vendors shall provide proof that their employees are Certified Pest Control Operators (CPCO) in the category of Termite and Other Wood-Destroying Organisms. A copy of their current certification or a print out from the Florida Department of Agriculture and Consumer Services website for each employee who will provide services to the County shall be included with the Vendor's Submittal.	<input type="checkbox"/>

ADDITIONAL QUALIFICATION CRITERIA FOR GROUP 2		
Refer to Section 2.4, Qualification Criteria, to ensure that Submittal complies with solicitation requirements.		
2.4 (4)	Vendors shall provide proof that their employees are Certified Pest Control Operators (CPCO) in the category of Fumigation. A copy of their current certification or a print out from the Florida Department of Agriculture and Consumer Services website for each employee who will provide services to the County shall be included with the Vendor's Submittal.	<input type="checkbox"/>