

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Requisition No./Project No.: **RQPW1300016** TERM OF CONTRACT: **One time purchase order**

Requisition /Project Title: **Floral Park Planting Project**

Description: **The purpose of this Invitation to Quote (ITQ) is to establish a contract to furnish, deliver and install the plant material, and provide additional services as listed throughout the ITQ for the Floral Park; from NW 17th Avenue to NW 22 Avenue, and from NW 54th Street to NW 62nd Street.**

Issuing Department: **PW06** Contact Person: **David Cardenas** Phone: **305-270-1791**
Estimate Cost: **\$113,000.00** GENERAL FEDERAL OTHER
Funding Source: **X**

ANALYSIS

Commodity Codes: **988-52**

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

EXISTING

2ND YEAR

3RD YEAR

Contractor: _____

Small Business Enterprise: _____

Contract Value: _____

Comments: _____

Continued on another page (s): ☐ Yes ☒ No

RECOMMENDATIONS

SBE Set-aside Sub-contractor goal Bid preference Selection factor

Basis of recommendation: **No measure due to Federal Funding.**

Signed: Lina Bonilla

Date sent to SBD: 09/10/2013

Date returned to DPM: _____

Rev. 06-Apr-2006

RECEIVED
DEPT. BUSINESS DEV.
2013 SEP 11 PM 12:13



INVITATION TO QUOTE

ITQ NO.: _____

FLORAL PARK PLANTING PROJECT

**THIS IS NOT
AN ORDER**

CONTACT PERSON: Lina Bonilla

PHONE: 305-375-2173

EMAIL: lbouill@miamidade.gov

DUE DATE: _____

TIME: _____

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations To Quote are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive and informal quotation procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-7.pdf>

The following clauses set forth in Terms and Conditions, do not apply to this ITQ:

- Section 1.27 – Office of the Inspector General
- Section 1.35 – County User Access Program (UAP)

BIDDERS SHALL SUBMIT A SEALED QUOTE TO:

Miami-Dade County
Internal Services Department
Procurement Management Service
Vendor Assistance Section
Stephen P. Clark Center
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1989

INSTRUCTIONS:

- a. Sealed quotes must have the following information clearly marked on the face of the envelope:
 1. Bidder's name and return address
 2. Quote number
 3. Quote opening date and time
- b. Quotes received after the time and date specified, and after any other quotes have been opened may not be accepted.

Section 1: Special Conditions

1.1 PURPOSE

The purpose of this Invitation to Quote (ITQ) is to furnish, deliver and install the plant material as described, and provide additional services as listed throughout this ITQ for the Floral Park; from NW 17th Avenue to NW 22 Avenue, and from NW 54th Street to NW 62nd Street.

1.2 METHOD OF AWARD

Award will be made to the lowest responsive, responsible bidder whose offer represents the lowest price when all items are added in the aggregate and who meets the minimum criteria listed throughout this ITQ. To be considered for award, the bidder shall offer prices for all items. If a bidder fails to submit an offer for all items, its offer may be rejected.

Bidders wishing to participate shall submit all of the specified information listed below as proof of compliance to the requirements of ITQ.

- a. Bidders shall be regularly engaged in providing the goods and services being requested under this ITQ. Bidders must submit a list of three current references. The references listed must be customers to whom the bidder 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 bidder has successfully provided the goods and services listed throughout. The County may determine through the references that the bidder has sufficient expertise and experience.

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

Section 1, Paragraph 1.2 a	Company Name: _____ Street Address: _____ Contact Person: _____ Title: _____ Telephone No.: _____ E-mail Address: _____
Reference No. 2	
Section 1, Paragraph 1.2 a	Company Name: _____ Street Address: _____ Contact Person: _____ Title: _____ Telephone No.: _____ E-mail Address: _____
Reference No. 3	

- b. Bidder shall identify the individual(s) who will be representing the bidder at the project site during the progress of the work. These representative(s) shall be the primary contact person for the bidder and all communications given to and all decisions made by the representative(s) shall be binding to the bidder. The representative(s) shall be considered, at all times, an employee of the bidder under its sole direction and not an employee or agent of the County.

Section 1, Paragraph 1.2 b.	Contact Person: _____ Title: _____ Cellular No.: _____ Emergency Phone No.: _____ E-mail Address: _____
Contact No.1	
Section 1, Paragraph 1.2 b.	Contact Person: _____ Title: _____ Cellular No.: _____ Emergency Phone No.: _____ E-mail Address: _____
Contact No 2	
Section 1, Paragraph 1.2 b.	Contact Person: _____ Title: _____ Cellular No.: _____ Emergency Phone No.: _____ E-mail Address: _____
Contact No.3	

1.3 **MEASURES**

Pending

1.4 **CONTRACT TERM**

This contract shall commence upon the date of the purchase order, and shall remain in effect until such time as the goods and services acquired in conjunction with this Invitation To Quote have been completed and accepted by the Count's authorized representative and upon completion of the expressed and/or implied warranty periods.

1.5 **SHIPPING**

A. Packing Slip / Delivery Ticket

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

1.6 **WARRANTY / DEFICIENCIES**

A. Warranty Coverage Required

The bidder 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 bidder 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 bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after the County notifies the bidder 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 bidder 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 bidder, that the bidder 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 bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another bidder and charge the bidder for 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 bidder. Should any replacements made during the warranty period die before the end of the one (1) year warranty, they must again be replaced.

1.7 ACCEPTANCE OF PRODUCT

The plant material to be provided hereunder shall be delivered and maintained in full compliance with the specifications and requirements set forth in this ITQ. If a bidder-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 bidder expense, to the bidder. At the County representative's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charge(s) for any conforming action taken by the County representative under this clause.

1.8 COMPLIANCE / REGULATIONS / SAFETY

A. Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. The bidder 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 bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County representative. The bidder 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 bidder 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 bidder to immediately stop the operation in question. The operation will be allowed to resume only after the County representative has approved the bidder'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 bidder through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

D. The bidder 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 to stop the work when unsafe or harmful acts are observed or reported, relative to the performance of the work under the contract.

1.9 LICENSES, PERMITS AND FEES

At public facilities where underground utilities are present it will be the responsibility of the bidder 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 bidder 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.

1.10 LABOR, MATERIALS AND EQUIPMENT

The bidder 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.

1.11 **WORK**

A. Notification to Begin Work

The bidder shall neither commence any work, nor enter a work premise, until a Work Order and / or Purchase Order directing the bidder 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 bidder 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 bidder shall take all precaution(s) necessary to prevent damage to existing structures, curbs, walkways, pavement, marked utilities, etc. Where minor damage to turf areas occur 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 bidder at his expense within ten (10) working days after notification.

Section 2: Scope of Services

2.1 **SCOPE**

- The plant material shall be transported by the bidder to the designated site and planted in the location as indicated by the County. The plant material and work methods must be in accordance with all specifications herein.
- All plant material supplied by the bidder 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 bidder 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.

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

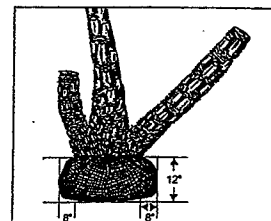


Fig 4. Measuring the width and depth of a root ball.

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 by 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.

Check off which brand will be used

☐ Atlantic Florida East Coast Fertilizer Mixture (No. 5231) 12-06-08 slow-release fertilizer

☐ Approved equal brand _____ Mixture _____

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, chatahoochee 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.

Check off which brand will be used

☐ Forestry Research Products Florimulch (Melaleuca mulch)

☐ Red Mulch

☐ Cypress Mulch

☐ Approved equal brand _____

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 bidder 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

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 bidder 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.

Check off which brand will be used

☐ Arbor Tie manufactured by Deep Root Partners, L.P.

☐ Approved equal brand _____

Section 3: U.S. Department of Housing and Urban Development Requirements

A. Labor Standard Provisions

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this ITQ 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 (HUD) which is attached hereto and made 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 Bidder 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 ITQ 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 ITQ 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 Bidder under this ITQ or any other contract subject to HUD-determined wage rates, with the same prime Bidder, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Bidder 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 ITQ all or part of the wages required under this ITQ, the Contracting Officer or HUD may, after written notice to the Bidder, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. Miami-Dade County or HUD may, after written notice to the Bidder, disburse such amounts withheld for and on account of the Bidder or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Bidder 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 Bidder 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 Miami-Dade County and shall permit such representatives to interview employees during working hours on the job. If the Bidder or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Bidder, 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 this Section 3, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Bidder (or any of its subcontractors) and Miami-Dade County, 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 Miami-Dade County, or upon request of the Bidder or subcontractor(s).

(i) A Bidder and/or subcontractor or other interested party desiring reconsideration of findings of violation by Miami-Dade County 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 Miami-Dade County 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) Miami-Dade County 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 Section 3. 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 Bidder (or any of its subcontractors) and Miami-Dade County, 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 Bidder or subcontractor contracting for any part of the ITQ 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 Bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Bidder 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 Bidder or subcontractor under any such ITQ or any federal contract with the same prime Bidder, or any other federally-assisted contract subject to the ITQ Work Hours and Safety Standards Act, which is held by the same prime Bidder such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Bidder or subcontractor shall insert in any subcontracts all the provisions contained in this Section 3 and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Bidder 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 ITQ, is inapplicable to the contract and shall not be enforced against the Bidder 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.

Section 4: Prices**4.1 PRICE SUBMITTAL**

All pricing offered must be provided in the form of a firm fixed price for the specified task/job, and must include plant material, delivery, installation, fertilization, mulching, and watering services as described thought this ITQ.

Item	QTY	Description	Cost per Plant
1	120	Bulnesia Arboria 12'-14'	\$
2	102	Cordia Sebastena 10'-12'	\$
3	25	Quercus Virginiana 14'-16'	\$
4	6	Lysiloma Latisiliqua 14'-16'	\$
5	54	Conocorpus Erectus 12'-14'	\$
TOTAL PRICE			\$

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.

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

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 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 limited to, the retention and expansion of employment opportunities and 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 Bidder ineligible for Local Preference.

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted shall remain fixed until the completion of the event. If awarded a purchases order or contract as a result of this solicitation, bidder further agrees that prices quoted shall remain fixed and firm for the term of the contract. Failure to complete and sign this form may render your bid/quotation non-responsive and ineligible for award.

Authorized Signature: _____

Title: _____

Print/Type Name: _____

Phone: _____

E-mail: _____

Fax: _____

Firm Name: _____

F.E.I. ID 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 PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm	Date	

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____	_____
Signature of Notary Public	Serial Number	

Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date _____

FEIN #

Firm Name of Prime Contractor/Respondent
Project/Contract Number

In accordance with Sections 2-8.1, 2-9.3 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)															
			Gender	Race/Ethnicity	Gender	Race/Ethnicity														
						White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other									
			M	F																

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)		Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)														
			Gender	Race/Ethnicity	Gender	Race/Ethnicity													
						White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other								
			M	F															

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent

Print Name

Print Title

Date

Walters, Vivian (RER)

From: Calderon, Jennyfer (ISD)
Sent: Wednesday, September 11, 2013 12:10 PM
To: Walters, Vivian (RER)
Cc: Bonilla, Lina (ISD)
Subject: RQPW1300016 - Floral Park Planting Project
Attachments: DBD DEPARTMENT INPUT - Floral Park Planting Project RQPR1300016.doc; ITQ- Planting Project- rev.doc

Good morning Vivian,

Attached you will find a DBD Department Input and a copy of the contract for Floral Par Planting Project, for review and recommendation.

Please do not hesitate to contact Lina Bonilla at 305-503-2173 or me should you have any questions or concerns.

Thank you,

Jennyfer Calderon
Procurement Contracting Associate
Internal Services Department
Procurement Management Services
Tel: 305.375.5312
Fax: 305.375.4407
jcalder@miamidade.gov
www.miamidade.gov/internal

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

 Think "GREEN"