INVITATION FOR BID

TREE TRIMMING SERVICES
IFB No. 36-18-19

ADVERTISEMENT DATE
MONDAY, SEPTEMBER 30, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, OCTOBER 11, 2019

RESPONSE SUBMISSION DATE AND TIME
WEDNESDAY, OCTOBER 30, 2019

AT
CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 206-940-0305 or downloaded from the City’s Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Contact Person: Phillip Ford
Email: Purchasing@northmiamifl.gov Phone: (305) 895-9886
The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Bids from qualified and experienced Contractors (“Bidders” or “Respondents”) to provide all the necessary labor, materials and supervision for the City-wide tree trimming services term contract.

Please submit one (1) original Proposal, two (2) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. All Bids received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Bids received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

“IMPORTANT, SOLICITATION ENCLOSED”
TREE TRIMMING SERVICES
IFB No. 36-18-19

The City’s tentative schedule for this Solicitation is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement Date</td>
<td>Monday, September, 30, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Deadline for Receipt of Written Questions</td>
<td>Friday, October 11, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>Deadline for Bid Submittals</td>
<td>Wednesday, October 30, 2019</td>
<td>3:30pm</td>
</tr>
<tr>
<td>City Council Contract Approval Date</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-03051-800-711-1712 or may be downloaded from the City’s Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**CONE OF SILENCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see Appendix “A” for further information).

We look forward to your participation in this Solicitation.

Sincerely,

**Alberto Destrade**

Alberto Destrade, CPPO
Purchasing Director
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All of our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

Bid Forms

A-1 Sworn Statement Under Section 287.133(3) (a), Florida Status, on Public
     Entity Crimes

A-2 Non-Collusive Certificate

A-3 Local Preference Affidavit (if applicable)

A-3(a) Statement of Intent (if applicable)

A-4 Questionnaire Instructions

A-5 Acknowledgement of Addenda (if applicable)

A-6 Bidder’s Disclosure of Subcontractors and Suppliers (if applicable)

A-7 Insurance Requirements

A-14 References
SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.

b) “City Council” means the governing body of the City comprised of the Mayor and City Council members.

c) “City Manager” means the Chief Executive Officer of the City or his designee.

d) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

e) “Contractor” means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

f) “Department” means a department of the City, as may be designated herein.

g) “Bid” or “Response” means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.

h) “Bidder” or “Proposer” or “Respondent.” All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.

i) “Project” is the total sum of all Work and Services (as defined herein) to be performed under this Contract.

j) “Scope of Services” or “Scope of Work” means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.

k) “Solicitation” means this Invitation for Bids (IFB) document, and all associated addenda and attachments.

l) “Subcontractors” or “Sub-consultant” to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) “Work” or “Services” means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Contract Documents to complete the Project.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5

square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form "A-1") attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Response package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate...
termination by the City. The City in the event in such
termination, shall not incur any liability to the
Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub
consultants or Subcontractors, are hereby placed on
noticed that neither the City Council Members, any
evaluation committee members, employees of the City
or employees of any other project sponsoring agencies
shall be lobbied either individually or collectively
regarding this Solicitation. Respondents, their agents
and proposed sub-consultants or Subcontractors are
hereby placed on notice that they are prohibited from
contacting any of these individuals for any purpose
relating to the Solicitation (e.g., general information,
meetings of introduction, meals, etc.). Any Bid
submitted by a Respondent, its agents and potential
sub consultants or Subcontractors who violate these
guidelines will not be considered for review. The
Procurement Director or Contract Specialist (identified
on the cover page of this Solicitation) shall be the only
point of contact for questions and/or clarifications
concerning the Solicitation, the selection process and
the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL
BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the
Director of Procurement may temporarily or
permanently suspend Contractors from doing business
with the City whenever a Contractor materially
breaches its Contract with the City. Any Bid submitted
by a Respondent, its proposed Subcontractors or sub
consultants who are included on the City’s Suspension
List shall not be considered for review.

In addition, the principles of any Respondents or its
proposed Subcontractors or sub consultants shall not
attempt to do business with the City under a different
name or form a new legal entity in order to do business
with the City while the principals of the Respondent or
its proposed Subcontractors or sub consultants remain
on the Suspension List. In the event there is any
intentional misrepresentation, the Respondent further
understands and accepts that any Contract issued as a
result of this Solicitation shall be subject to immediate
termination for default and suspension procedures by
the City. The City, in the event of such termination,
shall not incur any liability to the Respondent for any
Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the contract specialist,
identified on the cover page of this Solicitation, for all
inquiries relating to this Solicitation. All Respondents’
technical inquires shall be confirmed in writing either
through the mail, via facsimile transmission or
electronic mail.

Technical questions will not be entertained beyond the
cut-off date indicated on the cover page so that
answers to substantive questions, in the form of written
addenda, can be posted on the City’s web site
(http://www.northmiamifl.gov) and Demand Star at
www.demandstar.com or calling 206-940-0305 and
requesting the corresponding document number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be
binding. The contents of this IFB and any subsequent
addenda issued by the City shall govern all aspects of
this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary, the City
will post written addenda on the City web’s site at
http://www.northmiamifl.gov/departments/purchasing/
current_bids_proposals.aspx and on Demand Star at
www.demandstar.com or calling 206-940-0305 and
requesting the corresponding document number at
least seven (7) calendar days before the date
scheduled for opening the responses. The City may
revise the deadline for response submission at any time
prior to the date and time scheduled for opening the
responses. It is the responsibility of all
Respondents to ascertain whether any addenda
have been issued before the Solicitation deadline
by either calling or checking the City’s web site
(www.northmiamifl.gov) and Demand Star and at
www.demandstar.com or calling 206-940-0305 and
requesting the corresponding document number. All
addenda placed on Demand Star can be downloaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation
and/or re-advertise and re-solicit the requirements at
any time when determined to be in the best interest of
the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the
Solicitation documents, a written protest must be filed
with the City Clerk within five (5) business days
(excluding weekends and City observed holidays) prior
to date set for opening of the Bids. A written protest is
considered filed when received by the City Clerk.

Any Respondent who files a formal written protest
pursuant to Section 7-158, City Code, shall post with
the City at the time of filing the formal written protest
with the City at the time of filing the formal written
protest a filing fee in an amount equal to one percent
(1%) of the amount of the bid or proposed Contract, or
one thousand dollars ($1,000), whichever is less.
Failure to file a notice of protest within the time
prescribed in Section 7-158, City Code, or failure to
post the filing fee within the time allowed, shall
constitute a waiver of such Respondent’s right to file a
protest.

Notice of written protest along with the filing fee, shall
be timely filed with the City Clerk of the City North
Miami at 776 NE 125th Street, 1st Floor North Miami, FL
1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14 BID RESPONSE COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following:

1. When such rejection is in the interests of the City;
2. If such Bid is deemed non-responsive;
3. If the Respondent is deemed non-responsive; or
4. If the Bid contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Bids on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Bids, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Bid. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF RESPONSE FOR RESPONSIVENESS
Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.24 CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals

1.25 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

1.26 THE SUBMITTAL OF A BID

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.27 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.28 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered “Non-Responsive” if the required information is not submitted by the date and time specified.

Before submitting a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.29 NON-RESPONSIVE RESPONSES

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.30 CONE OF SILENCE

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members following issuance of the Solicitation (see Appendix “A”).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by
providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to verbal communications at pre-solicitation conference, verbal presentations before selection committees, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable IFB, RFP, or RFQ documents. A copy of all written communications must be filed with the City Clerk.

1.31 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This Solicitation shall require that the Respondent submits with its Response a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. Failure to comply with this requirement shall render the Response non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City (See "Form A-6").

1.32 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (revised 7/09) from our website at www.northmiamifl.gov. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this IFB.

1.33 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.34 PROPRIETARY / CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the “Public Records Law.”

1.35 LOCAL VENDOR PREFERENCE

The evaluation of competitive solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

a) A business located in the City with a current City business tax receipt issued prior to the City’s issuance of the solicitation for supplies or services; and/or

b) Has at least ten (10) percent of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services; and/or

c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the
satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.36 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.37 COMMUNITY BENEFITS PLAN

Not Applicable.

1.38 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.39 TRUTH IN NEGOTIATION STATEMENT

Not Applicable.

1.40 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.41 LATE SUBMISSIONS

The City will not accept Bids received after opening time and encourages early submittal.

1.42 BID OPENING

Bids shall be opened and publicly read in the City of North Miami Council Chambers, 776 N.E. 125th Street, North Miami, Florida, on the date and at the time specified on the Solicitation Timetable. All Bids received after that time shall be returned, un-opened.

1.43 ATTORNEYS’ FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.44 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.45 INSTALLATION SERVICES

Not Applicable.

1.46 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.47 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.
SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE
The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Bids from qualified and experienced Contractors (“Bidders” or “Respondents”) to provide all the necessary labor, materials and supervision for the City-wide tree trimming services term contract.

2.2 TERM OF CONTRACT
The initial contract period shall commence on the date of award and shall remain in effect for a period of two (2) years.

2.3 OPTION TO RENEW
The initial contract prices shall prevail for a period of two (2) years from the contract’s effective date.

The City Manager or a duly authorized designee reserves the sole option to renew this Contract for three (3) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Contractor in accordance with the Scope of Work stated herein.

Prior to completion of that initial term, the City may consider an adjustment to price based on changes in the Consumer Price Index for All Urban Consumers - Other Goods and Service in the Miami-Fort Lauderdale, Florida area (Series ID: CUURS35BSAG, CUUSS35BSAG).

It is the Contractor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Contractor’s request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.4 METHOD OF AWARD
The City intends to award this Contract to the lowest responsive and responsible Bidder whose price, experience and qualifications proves to be the most beneficial to the City. The City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to award this Contract in a manner deemed to be in the City’s best interest.

The City further seeks firms that are willing participants in the City’s goal to develop subcontracting and employment opportunities to local business and residents as defined by Section 7-151 of the City Code.
2.5 **MINIMUM QUALIFICATION**

To be considered for award of this Solicitation, the Respondent must demonstrate that it meets the qualifications and has the experience, capacity and resources to successfully provide the requested services. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”. As part of their bid proposal, Respondents must submit documentation that demonstrates compliance with the following criteria:

2.5.1 Respondent must be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.5.2 Respondent must demonstrate that it has been in business in this line of work in the State of Florida for at least five (5) years and must provide adequate proof of same by submitting a summary of work (contracts) performed over the last five (5) years.

2.5.3 Respondent must have a valid Miami-Dade County Landscaper Permit and submit proof of same as part of their bid.

2.5.4 Respondents must employ an International Society of Arborist (ISA) Certified Arborist at the time of Bid submittal and provide proof of same as part of their bid. Contractor shall have a Certified Arborist on staff at all times during the term of the contract.

2.5.5 The Respondent must provide at least three (3) references of public or private sector clients for which it has provided Tree Trimming Services within the last ten (10) years. If available, such references should be services performed on behalf of public/government agencies located in the State of Florida. References must be submitted on Form A-14 – References.

**NOTE:** Please be advised that it is the sole responsibility of each Bidder to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Bidder may be deemed NON-RESPONSIVE.

2.6 **INDEMNIFICATION AND INSURANCE**

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Management prior to commencement of Project. Contractor may produce any insurance under a “blanket” or
“umbrella” insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.6.1 COMMERCIAL GENERAL LIABILITY
With project dedicated minimum limits of $1 Million per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

2.6.2 COMMERCIAL AUTOMOBILE LIABILITY
With minimum limit of $1 Million, covering any auto including non-owned, hired or leased

2.6.3 WORKER’S COMPENSATION
As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City 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 an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.7 FAILURE TO PERFORM
If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work,
as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Bids and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Contractor under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Contractor.

2.8 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.8.1 CONTRACTOR INFORMATION:
- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

2.8.2 CITY INFORMATION:
- City Purchase Order Number

2.8.3 PRICING INFORMATION:
- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.8.4 GOODS OR SERVICES PROVIDED PER CONTRACT:
- Description
- Quantity

2.8.5 DELIVERY INFORMATION:
- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.8.6 FAILURE TO COMPLY:
• Failure to submit invoices in the prescribed manner will delay payment.

2.9  FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding, and any other laws that would apply to operating a similar type of business.

2.10  ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City 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 Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

2.11  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 Contractor shall thoroughly clean up all areas where Work was done as mutually agreed upon with the project manager.

2.12  WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.12.1  TYPE OF WARRANTY COVERAGE REQUIRED

The Contractor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Contractor does not constitute a waiver of these warranty provisions.

2.12.2  CORRECTING DEFECTS COVERED UNDER WARRANTY

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may;

(a) Place the Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.
2.13 **ACCEPTANCE OF PRODUCT/SERVICES BY THE CITY**

The product(s)/Services to be provided hereunder shall be delivered or provided to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided product or Service is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned or Services refused, at Contractor expense. At the City’s own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item or Service. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.14 **NOTICE TO PROCEED**

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the Work has been received by the Contractor from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

2.15 **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.16 **WORK ACCEPTANCE**

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

2.17 **DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

The Contractor shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor by the City's project administrator, who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected Work. If the Contractor fails to correct the Work within the period specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the Work within the period specified in the notice, the City shall place the Contractor in default.
2.18 **LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise provided in this Bid the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination 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 stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.19 **LICENSES, PERMITS AND FEES**

The Contractor 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 the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.20 **OMISSION FROM THE SPECIFICATIONS**

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, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.21 **WAIVER OF IRREGULARITIES**

The City may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

2.21.1 In no event will any such elections by the City be deemed to be a waiving of the Project criteria.

2.21.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

2.21.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent’s means and methods, approach to Project, use of new products, and new uses for established products.

2.22 **COUNCIL MEETING**

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint’s or handouts) if requested by Council and/or authorized City representative.
2.23 **LOCAL BUSINESS PREFERENCE**

In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total bid price shall be given to a local business. Respondents must submit forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. Failure to submit required documentation will render the Respondent ineligible for local preference. **At least two (2) of the following criteria must be met in order to qualify for local preference:**

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City’s issuance of the Solicitation for supplies or services **AND/OR**;

2. A business has at least ten (10%) of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services **AND/OR**;

3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which the objective factors used to evaluate the submittals received from offerors are assigned point totals, a **preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

2.24 **CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at purchasing@northmiamifl.gov. Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Bid Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City’s webpage and it is the Respondent’s sole responsibility to assure receipt of all (if any) addenda(s).

**END OF SECTION**
SECTION 3.0  
SCOPE OF SERVICES /  
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK
The Scope of Work shall include street tree trimming of crown elevation and under clearance trees throughout the City by an International Society Arboriculture (ISA) Certified Arborist in compliance with all applicable City, County and State Codes and regulations. The City currently has approximately 2,400 trees requiring trimming annually which are mainly Black Olive, but there are a representative amount of other species which include, but are not limited to, Ficus, Oaks, Mahogany, Acacia, Orchid Trees, Gumbo Limbo and Tamarind. The Work involves the lifting of street trees and the removal of basal sprouts in accordance with the National Arborist Association Standards as stated herein.

- Any tree limb extending over the vehicle use portion of the right-of-way (pavement) and coming within ten feet (10') or lower to the street shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the street of fourteen feet (14’) from grade.

- Any tree limb extending over the pedestrian use portion of the right-of-way (sidewalk) and coming within eight feet (8’) of the grade shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the pedestrian use area of ten feet (10’) from grade.

- Any tree limb in the swale area growing in a downward or horizontal direction outside a 4’ radius of the trunk and below eight feet (8’) of the grade shall be trimmed to provide a total clearance of ten feet (10’) from grade.

- Any and all basal sprouts shall be removed. Only “Crown Raising” and basal sprout removal is to be performed on the trees.

- No “dead-wooding”, “hazard reduction”, “topping” or “thinning” will be performed. The Contractor shall report any deadwood, disease condition, fungus fruit bodies, decay, split crotches or branches, cracks, or other structural weakness or hazardous wood in the crown of a tree that involves limbs of five inch (5”) caliper or greater to the City’s Designee the next working day.

- Only trees growing on City swales and medians are to be trimmed. Trees originating on private property and growing into the right-of-way are not to be trimmed, however, these trees’ locations are to be noted and reported to the City’s Designee the next working day.

- The Vendor shall notify the City’s responsible Department designee of the Work site having pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the Work. Failure to do so shall obligate the Awarded Vendor to make repairs per this solicitation.

- The Vendor shall be responsible for securing all Work areas to be safe.
• The Vendor shall be responsible for removing all cut limbs, leaves, chips and all other debris from the Work site daily, leaving the general area in a clean and neat condition acceptable to the City.

3.2 CLEARING AND GRUBBING

Take all reasonable precautions to prevent damage outside project right of way. Clearing and grubbing shall be strictly limited to areas designated in the plans. Construction fencing shall be utilized at property lines as necessary to ensure Work is confined to areas designated for the Work.

Prior to clearing, demolition, or other activities, protective barriers shall be constructed, as necessary, and inspected by the City to prevent the destruction or damaging of regulated trees that are located within 15 feet of any construction activity, or storage of equipment and materials.

3.3 MAINTENANCE OF TRAFFIC

The Maintenance of Traffic (MOT) shall confirm to the requirements of the Florida Department of Transportation (FDOT). It shall be the duty of the Contractor to ensure that the MOT meets the requirements of the FDOT Standard Index, 600 Series.

The Contractor is to implement the Traffic Control Plan specifically designed for the project (or an approved Alternate Plan as described in the FDOT Standard Specifications). However, it is not the intent of the Traffic Control Plan in the drawings to show the exact quantity and location of all of the traffic control signs and devices that may be required to accommodate the Contractor’s equipment and methods. It is the Contractors responsibility to account for any additional traffic control that may be required to meet the standards of safe practices.

The Contractors shall supply whatever MOT is necessary to provide protection to both the workers on the job site and the public utilizing the adjacent public facilities. When the Contractor is working adjacent to the travel lanes, the Contractor shall provide an adequate buffer zone between workers and motor vehicles.

The Contractor shall furnish and set up all MOT equipment and devices. The Contractor shall also be responsible for the maintenance and daily inspection of the MOT.

The Contractor is to provide a Certified Worksite Traffic Supervisor in accordance with FDOT Standard Specifications (Section 102 and 105). The Contractor shall provide the City’s Designee with a copy of the certification(s) prior to the beginning of the Work. No Work shall begin until the MOT is set up and satisfactorily inspected by the worksite Traffic Supervisor.

No closures will be set up without approval from the City’s Designee.

3.4 SIGNING AND MARKING

Traffic Signs shall be fabricated and installed by the Contractor in accordance with appropriate Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards.
Reflective sheeting for traffic signs shall be of High Intensity or greater reflectivity with the exception of STOP Signs. STOP signs shall be of “diamond grade” equivalent prismatic reflectivity or greater.

The sign posts are to be painted; signposts shall be powder coated and painted black to meet federal standard 595B utilizing color # 27038 – black semi-gloss.

3.5 **LOCATION**

The City’s Public Works Department will provide the successful Respondent a list of all tree locations, by address, in general order by street, (from a computerized tree inventory) which require trimming for adequate clearance for vehicular and pedestrian traffic. The computerized list will identify each tree with exact address, property cell number and serial number of each tree to be trimmed. The City will identify each tree that is to be trimmed at a specific location by painting a white dot on the edge of the pavement in front of the tree.

An on-site demonstration shall be conducted to show how each tree is identified using the computer-generated list.

All Work is to be performed on the public right-of-way. No permission will be given to trespass on adjoining private property.

Upon completion of trimming, Contractor shall spray paint a gray dot on the edge of pavement in front of trimmed tree. The City will verify completion and if a tree is not acceptable, the City and the Contractor will review it for resolution.

3.6 **ADDITIONAL TREES MAY BE ADDED**

Although this Solicitation identifies an estimated number of trees to be serviced, it is hereby agreed and understood that additional tree trimmings may be added to the resulting Contract at the option of the City, at the awarded Bid price.

3.7 **PROPERTY CONDITIONS**

If property is damaged performing Work specified or is removed for the convenience of the Work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City. Such property shall include but not be limited to: sidewalks, landscaping, vehicles, utilities, swales, plants, etc.

- The Contractor shall notify the City’s Designee of the Work site having pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the Work. Failure to do so shall obligate the Contractor to make repairs per this solicitation.
- The Contractor shall be responsible for securing all Work areas to be safe.

3.8 **HOURS OF WORK**

The Contractor will perform Work from Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding Holidays. No Work shall be done at all on Saturday or Sunday or any day between the hours of 5:00 p.m. and 8:00 a.m., unless permission is given, in writing, by the Director of Public Works or his authorized representative. Contractor shall notify the City’s designee one day prior of the area scheduled to be trimmed so the progress of Work can be monitored.
3.9 **EMPLOYEES**

The Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identifications at all times.

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor sole direction, and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

The Contractor shall assign an “On Duty” supervisor who speaks and reads English fluently.

3.10 **REMOVAL AND DISPOSAL**

The Contractor shall be responsible for removing all cut limbs and all other debris from the Work site daily, leaving the general area in clean and neat condition acceptable to the City.

All limbs, leaves, chips and other debris shall be removed daily and disposed of legally and not left for disposal by City forces.

**LEGAL DUMPING OF TREE DEBRIS SHALL BE VERIFIED BY THE CONTRACTOR VIA LEGAL DUMPING TICKETS, DOCUMENTED DERM AUTHORIZED PRIVATE LAND SITE OR OTHER LEGALLY AUTHORIZED DUMPING SITES. EVERY TRUCK MUST BE ACCOUNTED FOR AND VERIFIED.**

The average number of City swale trees trimmed that fill a standard ten (10) cubic yard chipper truck is ten (10) trees. The cost of dumping shall be calculated into the proposal for total number of trees to be trimmed by the Contractor.

Multiple instances of trimming debris remaining on the ground after Work has been performed may constitute termination of the Contract.

3.11 **PRUNING STANDARDS**

All pruning shall be done under the direction of an I.S.A. Certified Arborist.

All tree Work shall be done in accordance with the ANSI Z133-2017, safety requirements and shall comply with ANSI 300 Standards for Tree Care Operators and the City of North Miami Code of Ordinances, Chapter 29, Division 23 – Tree Preservation and Protection.

All Work that requires the use of public streets shall be done in accordance with Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), and in compliance with FDOT Temporary Traffic Control (Maintenance of Traffic) Regulations.
All pruning and pruning cuts shall be done in accordance with the A300 (Part1) – 2017 Pruning standard and as summarized as follows:

- All branches or limbs should be cut flush with the supporting trunk or limb. This cut should not be made to create an unduly large open area, but should be cut far enough away from the main branch to leave the branch collar intact. To avoid splitting back the branch and tearing the bark, three cuts should be made: An undercut is made approximately a foot away from the limb junction. The limb is “stub cut.” The final cut is made at the crotch, leaving as small a wound as possible.

- All branches shall be removed by the three cut method to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.

- All cuts shall be made as close as possible to the trunk or parent stem, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached.

- When a branch is shortened to provide the required clearance, the remaining lateral should be large enough to assume the terminal role. The lateral should be at least 1/3 the diameter of the branch being removed.

- Treatment of cuts and wounds with wound dressing or paints is not required.

- Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable Work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

- All cut limbs shall be removed from the crown upon completion of the pruning.

- To achieve bid objective for roadway and sidewalk clearances, large cuts or larger branch removal is preferable to multiple small cuts where possible.

3.12 PROJECT COORDINATION

Upon Issuance of a Notice to Proceed the Contractor will conduct Project coordination meetings with the City’s designee every two weeks, or as agreed to by the City, through the duration of the Project. The Contractor will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

END OF SECTION
SECTION 4.0
PRICE PROPOSAL FORM
The proposed price shall include the total cost to complete the Tree Trimming Services including but not limited to, materials, labor, supervision, equipment, and all other required services, as needed to fully perform the scope of work described under Section 3.0.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Annual Quantity</th>
<th>Unit Cost</th>
<th>Extended Total</th>
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<td>1</td>
<td>Cost Per Tree To Provide Tree Trimming Services as Described Herein.</td>
<td>2,400</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

Grand Total: $________

NOTES:

- Respondent(s), individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from Bid Opening.
- Although this solicitation and resultant contract states an estimated number of trees to be trimmed annually, it is understood and agreed that the City may require additional trees to be trimmed based upon increases in its annual Tree Trimming Budget at the unit price quoted above.
- Respondent(s) understand and agree to be bound by the conditions included in this Solicitation and shall comply with all requirements contained therein.

Company Name

Authorized Company Representative (Print Name)  Title:

Signature  Date:
SECTION 5.0
COVER PAGE & CONTACT INFORMATION FORM
COVER PAGE & CONTACT PERSON INFORMATION

TREE TRIMMING SERVICES
IFB No. 36-18-19

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): ________________________________

Doing Business As (DBA) If applicable:

Federal Employee Identification Number (FEIN): ________________________________

Mailing Address: ________________________________________________________

City, State, Zip Code: _________________________________________________

Contact Person: _______________________________________________________

Title: _________________________________________________________________

Email Address: _________________________________________________________

Telephone Number: _____________________________________________________

Fax Number: ___________________________________________________________
1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: ________________________________________________

Authorized Signature: _____________________________________________

Title of Officer: __________________________________________________
Section 6.0
Minimum Requirements & Bid Submittal Checklist
# Minimum Requirements Checklist

## Tree Trimming Services

IFB No. 36-18-19

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<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Checklist</th>
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<tr>
<td>1.)</td>
<td>The Respondent shall be licensed to do business in the State of Florida.</td>
<td>Attach Copy of Active Sunbiz.org Registration</td>
</tr>
<tr>
<td>2.)</td>
<td>Respondent must demonstrate that it has been in business in this line of work in the State of Florida for at least five (5) years and must provide adequate proof of same by submitting a summary of work (contracts) performed over the last five (5) years.</td>
<td>Attach Summary of Contracts</td>
</tr>
<tr>
<td>3.)</td>
<td>The Respondent must have a valid Miami-Dade County Landscaper Permit.</td>
<td>Attach Copy of Valid Miami-Dade County Landscaper Permit</td>
</tr>
<tr>
<td>4.)</td>
<td>Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:</td>
<td>Attach Copy of Active License(s)</td>
</tr>
<tr>
<td></td>
<td>a) <strong>Certified Arborist by the International Society of Arborists (ISA)</strong></td>
<td></td>
</tr>
<tr>
<td>5.)</td>
<td>References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last ten (10) years.</td>
<td>Attach Copy of City Contract Form A-14</td>
</tr>
</tbody>
</table>
This checklist is provided for Bidder’s convenience only and identifies the sections of this submittal document to be completed and submitted with each Response. Any Bid received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

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<td>A-1 Public Entity Crimes Affidavit</td>
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<td>A-2 Non-Collusive Bid Certificate</td>
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<td>A-3 Local Preference Affidavit (if applicable)</td>
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<td>A-3(a) Statement of Intent (if applicable)</td>
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<td>A-4 Questionnaire Instructions</td>
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<td>A-5 Acknowledgement of Addenda (if applicable)</td>
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<td>A-6 Disclosure of Subcontractors &amp; Suppliers (if applicable)</td>
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<td></td>
<td>A-7 Insurance Requirements</td>
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<tr>
<td></td>
<td>A-14 References</td>
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APPENDIX “A”
CONE OF SILENCE
Cone of Silence Notification

TREE TRIMMING SERVICES
IFB No. 36-18-19

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

1. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

2. Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

3. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

4. Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

5. Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

1. Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

2. Communications with the city attorney and his or her staff;
(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.