



INVITATION FOR BIDS

LAWN MAINTENANCE SERVICES

IFB No. 55-17-18

DATE OF ADVERTISEMENT

JULY 13, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

JULY 27, 2018, NO LATER THAN 3:30 P.M. (LOCAL TIME)

BID SUBMITTAL DEADLINE

AUGUST 14, 2018, NO LATER THAN 3:30 P.M. (LOCAL TIME)

PLEASE CHECK THE PURCHASING DEPARTMENT'S WEBSITE FOR ADDENDA AND CHANGES BEFORE SUBMITTING YOUR PROPOSAL

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 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 on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays 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 document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 55-17-18

Contact Person: Jean Joinville, Purchasing Agent
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as "City", is hereby requesting sealed Bids from licensed and high performing contractors to provide landscape maintenance services for various locations throughout the City in accordance with all terms, conditions, and specifications as stipulated herein.

Please submit one (1) original Bid, one (1) copies of the original Bid and one (1) digital copy on a compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals 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 by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals 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.** Proposals 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.

Please clearly mark Proposals as follows:

IMPORTANT, SOLICITATION ENCLOSED
LAWN MAINTENANCE SERVICES
IFB No. 55-17-18

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Wednesday, July 11, 2018	
Last Date for Receipt of Written Questions:	Friday, July 27, 2018	3:30 pm
Submittal Deadline:	Tuesday, August 14, 2018	3:30 pm
Evaluation Committee Interviews:	TBD	
City Council Approval Date:	TBD	

The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City's Purchasing Department website at:

http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

CONE OF SILENCE

Please be advised that this Solicitation is issued subject to the City's Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City's Code of Ordinances prohibiting certain types of communication, as further described in Section 7.0 of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
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>

- A-1 Proposer’s Certification Form
- A-2 Certificate of Authority
- A-3 Local Preference Affidavit (*if applicable*)
- A-3(a) Statement of intent (*if applicable*)
- A-4 Questionnaire
- A-5 Acknowledgement of Addenda (*if applicable*)
- A-6 Proposer’s Disclosure of Subcontractors and Suppliers
- 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 SEALED BIDS

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

1.3 CITY OVERVIEW

North Miami, Florida (est. pop. 62, 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, Public Works, 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 decisions, 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.

1.4 EXECUTION OF BID

The bid must contain a manual signature of an authorized representative in the pace provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen or be typed. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way after submitted to the City.

1.5 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.

1.6 PRICES QUOTES

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions

stated herein. Each item must be proposed separately and no attempts are to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES

The City of North Miami is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and Services. Failure to do so will be at the Bidder's risk.

1.9 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.10 BID'S CONDITIONS

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of North Miami, Florida.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post-consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The City may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

1.12 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as incomplete and not in compliance with the specifications as listed on the attached form.

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at Bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.14 SAMPLES

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

1.15 DELIVERY

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.16 INTERPRETATIONS

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be

submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov.

1.17 AWARDS

The City reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 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 33161 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.19 INSPECTION, ACCEPTANCE & TITLE

Inspection and acceptance will be FOB destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City, unless loss or damage is the result of gross negligence by the City. If the materials or Services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 PAYMENT

Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.21 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties

1.22 LEGAL REQUIREMENTS

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.23 PATENTS & ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of North Miami, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Bidder uses

any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.24 OSHA

The Bidder warrants that the product and Services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

1.25 SAFETY PRECAUTIONS

The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

1.26 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.27 ANTI-DISCRIMINATION

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.28 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items listed in the Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where Bidders are required to enter or go onto City of North Miami property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Miami-Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid

1.30 BID BONDS, AND PERFORMANCE BONDS

Not applicable.

1.31 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 Manager. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.32 LOBBYING

All Respondents, their agents, and proposed sub-consultants or Subcontractors, are hereby placed on notice that the City Council, any evaluation committee members, neither employees of the City nor 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.

1.33 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Purchasing Director 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 Manager. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.34 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail 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 (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.35 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.

1.36 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 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 by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.**

1.37 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following applies:

- A) The Contractor is determined by the City to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No

consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.

- B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.
- C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

1.38 PROTEST

Respondents should refer to section 7-158 of the City Code for provisions relating to protests of Solicitations and awards.

1.39 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 Manager determines to be fair, competitive and reasonable.

1.40 DEVELOPMENT 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 Manager.

1.41 SUBSTITUTIONS

The City of North Miami, Florida **WILL NOT** accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

1.42 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in **DUPLICATE** to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.

1.43 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 personnel 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.

1.44 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

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

1.45 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.

1.46 PUBLIC RECORDS AND EXEMPTIONS

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

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 thirty (30) days after the response opening, whichever is earlier.

1.47 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Responses 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-responsible; 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.

1.48 FACILITIES

The City reserves the right to inspect the Bidder’s facilities at any time with prior notice.

1.49 APPLICABLE LAW AND VENUE

The law of the state of Florida shall govern the Contract between the City of North Miami and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.

1.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Department a request for clarification by the deadline specified on the cover page of this Solicitation. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of North Miami Purchasing Department. The City shall issue an Addendum if clarification or changes are required. A copy of such Addendum will be mailed to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.51 REVIEW OF RESPONSE FOR RESPONSIVE

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.

1.52 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this IFB to the City Council for final approval in accordance with the City’s Procurement Ordinance to enter into Contract negotiations. The City reserves the right to reject all Bids.

1.53 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.

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.

1.54 CONTRACT AWARD

The City anticipates the award to one or more bidders, 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.

- A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B) The City shall award a Contract to a Bidder(s) through action taken by the City Council or the City.
- C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder’s Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder(s).
- D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder(s) shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder(s)
- E) is in default, the City, through the Purchasing Director, will void its acceptance of the Bidder’s offer and may determine to select the second lowest

responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder(s) as a result of damages or excess costs sustained and/or may prohibit the Bidder(s) from submitting future Bids for a period of one year.

1.55NON-COLLUSION/CONTINGENCY FEES

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

1.56RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and Price Proposal 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 or prior to award.

By participating in this Solicitation, bidders acknowledge and agree that before submitting a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.57CONTRACT USE BY PUBLIC AGENCIES

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.58SPOT MARKET PURCHASES

It is the intent of the City to purchase the items specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.59FORCE MAJEURE

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total numbers of days, if any, that such party is

actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

1.60NON-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 and/or failure to perform or meet financial obligations on previous contracts. Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.61CONE OF SILENCE

This Solicitation is issued pursuant to the City of North Miami Sections 7-192 and 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each IFB, RFP and RFQ after the advertisement of said IFB, RFP or RFQ. 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 a notice with the City Clerk, with the 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 IFB, RFP or RFQ shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offer, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-solicitation conference, oral 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.

1.62RESPONDENT’S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

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”).

1.63BUSINESS 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 from our website at http://www.northmiamifl.gov/departments/purchasing/vendor_registration.aspx 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.

1.64EXCEPTION TO THE SOLICITATION

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.

1.65LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL RESPONDENTS

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 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

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; or

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 preference 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.

1.66COMMUNITY BENEFITS PLAN

The awarded Contractor may be asked to submit a Community Benefits Plan for approval by the City. The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 7-151 of the City Code of Ordinances.

If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered into between the City and the awarded Bidder for this project.

1.67MODIFICATIONS OF RESPONSE

Bidders are not allowed to make modifications to the submitted proposals Bid opening takes places.

1.68TRUTH IN NEGOTIATION STATEMENT

Not applicable.

1.69LATE SUBMISSIONS

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

1.70ATTORNEYS’ 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.

1.71 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Chapter 2, Division 1, 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 Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.72 INSTALLATION SERVICES

Not applicable

1.73 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

Not applicable

1.74 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.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 **PURPOSE**

The purpose of this Solicitation is to request bids and enter into a contract with the successful Bidder to furnish all labor, equipment, materials, and expertise as required to successfully perform the landscaping maintenance for public rights-of-way within the City of North Miami. The award Bidder shall provide the management, supervision, and manpower necessary to provide the Lawn Maintenance Services, in accordance with the scope of work and terms and conditions referenced in this Solicitation.

2.2 **MINIMUM QUALIFICATIONS**

To be considered eligible for award of this Solicitation, the Respondent must demonstrate that it has sufficient capacity, resources, and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

- a. Respondent shall be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.
- b. Respondent must be licensed in the State of Florida at the time of Bid submittal and shall submit copies of the following for their team:
 - **State of Florida Commercial Pesticide Applicator License**
- c. References at a minimum, Respondent must provide at least three (3) verifiable references of clients for which it has provided similar Services within the last ten (10) years. If available, such references should be of public agencies within Florida.

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.

2.3 **METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive, responsible vendor on a group-by-group basis. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The City will then select the vendor for award for each group by totaling either the unit prices for all of the items within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group will be rejected.

2.4 **TERM OF CONTRACT**

The initial term of this Agreement shall be for a three (3) years period with two (2) one (1) year options to renew upon mutual agreement of both parties at the same pricing, terms, and conditions as reflected herein.

This Contract shall remain in effect for the entirety of the initial term provided that the Services rendered by the Vendor(s) during the Contract period are satisfactory. In the event Services are scheduled to end due to the expiration of this Contract, the City may request that the Vendor(s) continue to provide services for a period of time agreed upon by the parties.

2.5 ADDITIONS/DELETIONS OF LOCATIONS

Although this solicitation identifies specific areas to be serviced, it is hereby agreed and understood that additional areas may be added/deleted to/for, this contract at the option of the City.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a contract under this Bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.7 SITE INSPECTIONS

Prior to submitting the Bid, Bidder is required to visit the sites of the proposed work and to become familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.8 INDEMNIFICATION AND INSURANCE

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

2.8.1 COMMERCIAL GENERAL LIABILITY

Written on an occurrence form, with minimum limits of **\$1 Million** per occurrence and \$2,000,000 aggregate for bodily injury and property damage. Coverage shall include premises and operations, personal/advertising injury, medical expense, fire damage, products/completed operations and contractual liability.

2.8.2 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of \$1 Million, covering any auto including owned, non-owned, hired, leased or scheduled.

2.8.2 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.

2.8.3 Respondents must show proof of Inland Marine coverage upon commencement of contract.

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.

All insurance policies required by the Contract shall be maintained in full force and effect the latest rating publication for Property and Casualty Insurers such as 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 Manager prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

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 ensue 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 Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.9 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

You may submit questions in writing to be received no later than 3:30 p.m., July 26, 2018, to the Purchasing Department, via e-mail at purchasing@northmiamifl.gov. The Contractor is also required to examine carefully the sites and specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the Contract.

2.10 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse 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 this 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 this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The City may thereupon look to the next lowest and responsive and responsible Bidder to complete the Work or re-advertise for Bids and let a Contract for the uncompleted Work in the same manner, and charge the cost thereof to the original Respondent(s) under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent(s).

2.11 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 Respondent 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:

2.11.1 CONTRACTOR INFORMATION:

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

2.11.2 CITY INFORMATION:

- City Purchase Order Number

2.11.3 PRICING INFORMATION:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.11.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.11.5 DELIVERY INFORMATION:

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

2.11.6 FAILURE TO COMPLY:

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

Payment shall be made in accordance with Section 218.735 of the Florida Statutes.

The City will pay the contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

2.12 LIQUIDATED DAMAGES

If the award Respondent fails to complete the service at each visit and is notified by the city of required corrections, the Respondent must make identified corrections within 24 hours of issued notice of deficiency from the city and it is understood that a fine of \$100 will be assessed per consecutive calendar day and will be deducted, as liquidated damages, for each day beyond the specified 24 hour completion time. The City may, in lieu of the above, notify the Respondent to cease work and the City will complete the work. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the amount due to the Respondent, under the contract.

2.13 CONDITIONS OF WORK

If property (public or private) 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 of North Miami. Such property shall include but not limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Contractor shall submit to the Parks Recreations Department for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the Bidder to make repairs per above paragraph.

Contractor shall notify the Public Works Department of any pre-existing damage to tree trunks or limbs before beginning work. Failure to do so shall obligate the Bidder for tree removal, and canopy replacement as per Miami Dade County codes, ordinances and or resolutions.

2.14 PROTECTION

Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

2.15 HOURS OF WORK

The awarded Bidder may only perform work from Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding holidays, unless otherwise permitted in the contract documents or when prior written approval is granted by the City.

2.16 EMPLOYEES

The awarded Bidder shall ensure that all personnel assigned to work on this project on their behalf must be dressed appropriately and clean at all times. Any person who is present on the job site on behalf of the Bidder must be provided with and display on their clothing, proper identification at all times.

All employees of the awarded Bidder shall be considered to be sole employees of the contractor at all times under the Bidder's sole direction and not an employee or agent of

the City of North Miami. Moreover, the Bidder shall be solely responsible for the conduct and behavior of all persons working on their behalf on this project and the City may require the Bidder to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

The awarded Bidder shall have present an "On Duty" supervisor at the job site who speaks and reads English at all times.

2.17 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the City has listed all services locations within this solicitation, there may be ancillary items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the ancillary items. the City reserves the right to award these ancillary items to the primary contract vendor or to acquire the items through a separate solicitation.

2.18 WARRANTY OF LANDSCAPE IMPROVEMENTS

The awarded Contractor will be required to warranty all service performed for a minimum of one (1) year should replacement plant material be installed due to Contractor's negligence or as per request from the City where a price is mutually agreed upon by both parties.

2.19 PRODUCT INFORMATION

All Bidders must submit product information on the items they propose to furnish on this Bid if different from products specified. Any Bid not containing this information may be rejected for that reason.

2.20 COMPLETE PROJECT REQUIRED

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.21 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the Bid to be considered non-responsive.

2.22 COMMUNITY BENEFITS PLAN

The Successful Bidder may be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the Code.

The Successful Bidder may be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Bidder may be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Bidders are encouraged to be creative in the

development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Bidder, as a precondition to the execution of any agreement. The Successful Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

END OF SECTION

SECTION 3.0 SCOPE OF WORK

3.1 SCOPE OF WORK

The purpose of this Invitation to Bid is to establish a contract for Lawn Maintenance Service for each location listed. It is anticipated that these locations will be serviced once every ten (10) calendar days during the period of May 1st through August 31st and every fifteen (15) calendar days during the period of September 1st through April 30th. No changes to this schedule will be permitted without prior written approval from the City of North Miami.

All labor, materials, and equipment necessary to perform the work required for the maintenance of groundcovers, perennials, shrubs and trees shall be provided by the successful Bidder. This maintenance shall include but not be limited to application of fertilizers, herbicides, and pesticides, watering, pruning, weeding, deadheading, replacement plantings, loose trash removal, leaf removal, spring and fall cleanup.

The City of North Miami, in its sole discretion, may require the awarded Bidder to maintain additional areas within the City at a unit cost comparable to those properties under contract. Said properties may be roadway right-of-way (including median and swales), parks, vacant property, and City facilities' grounds.

3.2 SERVICE LOCATIONS

Accompanying these specifications are lists of locations defining areas to be maintained under the base Bid. By submitting a Bid, the Bidder certifies that he/she is familiar with the sites and the proposed scope of work, prior to submitting a Bid. The City reserves the right to remove specific locations on a temporary or permanent basis, as deemed appropriate.

3.3 GENERAL WORK PERFORMED - MOWING & BLOWING:

3.3.1 Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass. Bidder shall rake, vacuum, or otherwise remove all litter, trash and all other debris accumulated on grounds immediately prior to mowing. All grass shall be mowed to a height of two inches (2"). Immediately following each mowing all grass clippings are to be raked and removed at Bidder's expense from all mowed area and areas adjacent to those mowed, to include but not limited to: walkways, curbs, driveways, swales, roadways, beds, buildings, fences, etc.

3.3.2 Blowing of grass clippings to the point of excess is prohibited. Any grass line or pile of grass clippings greater than two inches (2") wide by one inch (1") high must be raked and the total accumulation removed from the job site. Blowing of grass clipping or other debris onto adjacent private property is prohibited.

3.3.3 Rotary mowers shall be used to mow all grass. All mower blades shall be straight and level and be sharp enough to cut, rather than to tear grass blades.

3.3.4 Mowing shall be done carefully so as not to damage the trunks or bark of trees or shrubs, intrude into ground cover beds, damaged sodded berms, or cause damage to sprinkler heads, valves, manifolds, curbs or other facilities.

3.3.5 Mowing will not be done when weather or conditions will result in damaged turf. Damaged turf due to rutting, scalping, weed eating etc. shall be replaced immediately at Bidder's expense. Replacement turf shall be of same variety, species, and quality of existing turf or better. Replacement turf shall be laid tight and even and level with existing turf and watered for period long enough to establish new turf, in a healthy vigorous condition.

3.4 WEEDING AND EDGING:

3.4.1 During each site service, Contractor shall remove all weeds from planting areas, to include but not limited to: signal and light poles, signs, control boxes, fences, curbs, walkways, building and any other areas where weeds occur. All grass and weeds are to be removed from all sidewalks, curbs, and gutters, within and immediately adjacent to mowed area(s).

3.4.2 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, driveways, curbs, and parking areas, walkways, patios, fences, and/or other areas that can be edge will be done before, during or as an immediate operation following mowing. Manual, mechanical or string line edger shall be used to form a neat vertical uniform line in the turf around shrub beds, flower beds, ground cover beds, hedges or around trees and/or tree rings. Edging is mandatory with each mowing.

3.4.3 No grass runners shall be left in the landscape bed after edging. Runners must be pulled out manually, not sprayed with herbicide.

3.4.4 Dirt and debris produced by edging will be removed completely from site, consistent with Section 3.8.1. Gas blowing is acceptable to the point where the debris material does not produce a visible accumulation at any point.

3.4.5 No edging is permitted against any tree or palm trunks.

3.5 PRUNING AND TRIMMING:

3.5.1 During each site service, Contractor shall trim all hedges, bushes, shrubs, and ground cover to the City's designated height and width specifications. All shrubs, bushes, and hedges, etc. within the landscape area location, which may impede traffic visibility must be trimmed to and maintained at a height not to exceed twenty-four inches (24") above the base of the curb. Remove and dispose off-site all shrubs, bushes, and hedge cuttings and clippings from trimming operations on the same day as operations occur. Miscellaneous items such as dead lily leaves, broken branches, fallen or hanging palm fronds, etc. are to be removed as well.

3.5.2 Contractor shall be responsible for pruning all trees up to a height of approximately nine feet (9') including trees extending onto City property from residential or commercial sites. All palms and trees shall be trimmed to a minimum of 9-3 o'clock and maximum of 10-2 o'clock. All tree and palm debris, limbs and fronds shall be picked up, removed, and disposed off-site on the day of service.

3.5.3 No trimming shall be performed on Oak Trees. Contractor shall notify the Public Works Representative upon identifying Oak trees requiring trimming.

3.6 FERTILIZING

3.6.1 Contractor shall fertilize all plants including trees, palms, and turf grass three times per year (April, July and October) with poly-coated 13-13-13 slow release fertilizer plus minors or equal with prior approval of the Public Works Department.

All fertilizer is to be in the original, labeled containers at the time of application. The Contractor shall notify the Public Works Representative at least two (2) working days prior to fertilization applications and where applications can be verified.

3.6.2 No fertilizer shall remain on the plant leaves after application.

3.7 PEST CONTROL

3.7.1 The Contractor will spray or treat lawn areas with granular pesticide (per label recommendations) whenever needed to control chinch bugs, army worm, sodweb worm and fungus. The Contractor will spray grass, shrubbery, bushes, hedges, lilies, flower beds, ground cover, trees and palm trees, etc. whenever needed to control insects, diseases, and fungus. The contractor is prohibited from the use of any chemical to retard the growth of or defoliate any grass areas or plant materials.

3.7.2 A chemical dye (Blazon), blue in color mixed at label rate may be required to be added to any liquid herbicide and insecticide applications. The dye will be used for verification of application. Granular pesticides may be used with prior approval from Parks Representative.

3.8 LITTER AND DEBRIS CONTROL

3.8.1 Litter and debris removal from turf areas, plant beds, curb and gutter, swales, fences and site grounds shall be collected and disposed of during each site visit unless otherwise specified but may be expanded to six (6) times per month as indicated at each location.

3.8.2 Litter and debris to be removed include but not limited to: paper, cans, bottles, wood, tires, plastic and cardboard, undesirable materials, deposited or blown onto the sites. Palm fronds, tree limbs, and plant leaves, grass clippings, etc. shall also be removed during each site visit.

3.8.3 Disposal of litter and debris must be at an offsite location at the Contractor's expense. City dumpsters or other trash collection devices are not to be used.

3.9 APPLICATION OF PESTICIDES & FUNGICIDES

3.9.1 The Contractor is responsible for meeting all state license and certification requirements pertaining to applications of pesticides and fungicides required under this contract.

END OF SECTION



SECTION 4.0
PRICE PROPOSAL



PRICE PROPOSAL FORM
Lawn Maintenance Services
IFB No. 55-17-18

Note: The proposed prices shall include the total cost to complete the work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami.

Respondents must fill out all line items below and the cost per unit and total cost.

LANDSCAPE MAINTENANCE SITES				
GROUP 1				
#	SITE	LOCATION & DESCRIPTION	Per Service	28 Services
1	Guardhouse - Sans Souci	NE 118 Road off of Sans Souci Blvd. to Canal Drive. Landscaping on east and west sides of guardhouse. (hedges and planters)	\$	\$
2	Canal Ends - Canal Drive	Between NE 117 Road & NE 122 Road from edge of pavement to seawall	\$	\$
3	Swale - Canal Drive	From fence west of NE 117 Road to NE 122 Road. North side of road from edge of pavement (Canal Drive) to concrete wall.	\$	\$
4	Street Closure	North Bayshore Drive & Canal Drive	\$	\$
5	Street Closure	Canal Drive between NE 116 Road & NE 117 Road	\$	\$
6	Street Closure	NE 120 Road between Canal Drive and Sans Souci Blvd.	\$	\$
7	Street Closure	Canal Drive between NE 121 Road & NE 122 Road	\$	\$
8	Traffic Circles	South end of NE 118 Road, NE 119 Road, NE 120 Road, & NE 121 Road off of Canal Drive	\$	\$
9	Sans Souci Boulevard	From Biscayne Blvd. east to NE 123 Street. Includes 4 traffic islands at NE 123 Street and all islands on Sans Souci Blvd.	\$	\$
10	Vacant Lot - Tennis Center	Vacant lot on the southeast corner of NE 18 Avenue and NE 19 Drive (across from tennis center)	\$	\$
11	Traffic Circle - NE 19 Drive	Traffic circle at intersection of NE 19 Drive and NE 19 Avenue	\$	\$
12	Medians - North Bayshore Drive	5 Medians on North Bayshore Drive south of NE 123 Street	\$	\$

13	Medians - NE 123 Street	Medians from Biscayne Blvd. east to North Bayshore Drive.	\$	\$
	Medians - NE 123 Street	Additional trash pick-up 6x's per month.	\$	\$
14	Swale - NE 123 Street	Maintain the hedge on the north side of 123 Street from 1911 to 2223 (skip 2185)	\$	\$
15	Biscayne Blvd. Medians, Sidewalks, Cut-outs and Swales	From NE 121 Street to NE 135 Street – 7 Medians, 3 bricked islands, and sidewalks. 3 swales: one in front of Whole Foods parking lot at 12100 Biscayne Blvd.; one in front of Steve's Pizza at 12101 Biscayne Blvd.; one in front of Denny's restaurant at 12105 Biscayne Blvd. Two North Miami welcome signs on Biscayne Blvd. at NE 117 Street and NE 150 Street. Hedges must be maintained below letters on the sign. Contractor is responsible for any damages due to negligence and/or power tools.	\$	\$
	Biscayne Blvd. Medians, Sidewalks, Cut-outs and Swales	Additional trash pick-up 6x's per month.	\$	\$
16	Medians - NE 122 Street	From NE 16 Avenue to Biscayne Blvd.	\$	\$
17	Medians - NE 135 Street	East of Biscayne Blvd. – 8 Medians	\$	\$
18	Swale - NE 135 Street	Swale on north side of road east of 1975 property and west of 2425 property	\$	\$
19	Swale - NE 135 Street	Swale on north side of road from the last median on NE 135 Street east to Fairmont House Apartment building entrance. Area includes nature preserve entrance landscaping. No trimming of the Zamia Pumila (COONTIE) plant.		
20	Medians - NE 143 Street	East of Biscayne Blvd. – 2 Medians	\$	\$
21	Medians - NE 151 Street and Bay Vista Blvd.	Medians from Biscayne Blvd. to south end of David Lawrence School as well as swale area from main road to dirt road on north and east side of road at radius.	\$	\$
22	Motor Pool - 1855 NE 143 Street	Grass areas inside Motor Pool property and along all fence lines. NE 142 Street and NE 143 Street swale area between Motor Pool fence and pavement from east end of property to west end of property.	\$	\$
23	Guardrail - NE 142 Street	Guardrail at NE 142 Street and 20 Avenue	\$	\$

24	Parking Lots - NE 18 Avenue	NE 18 Avenue from 143 Street to 146 Street. Swales around the public parking lots and landscape islands in the public parking lots.	\$	\$
25	Curbed Planter	Planter on NE 142 Street just west of NE 18 Avenue	\$	\$
26	Curbed Planters	Four planters on NE 143 Street & NE 18 Avenue	\$	\$
27	Alley - 141 Street	Alley off of 141 Street and approximately 150' east of NE 16 Court. From edge of pavement on 141 Street to north end of closure.	\$	\$
28	Curbed Planters	Two planters at NE 143 Street & NE 16 Avenue	\$	\$
29	Curbed Planters	Four planters on NE 142 Street & NE 16 Avenue	\$	\$
30	Lift Station - NE 15 Avenue	NE 143 Street and 15 Avenue	\$	\$
31	Vacant Lot - 142 Street	142 Street and NE 14 Avenue - northwest corner	\$	\$
32	Vacant Lot - Alley	Vacant triangle lot adjacent to alley east of West Dixie Highway between NE 140 Street and 141 Street	\$	\$
33	Vacant Lot - Alley	Vacant triangle lots (2) adjacent to alley east of West Dixie Highway between NE 141 Street and 142 Street	\$	\$
34	Bridge #1 - Keystone	From NE123 Street north along guardrail and from North Bayshore Drive east to the fence. Area includes the sign.	\$	\$
35	Guardhouse - North Bayshore	Guardhouse at the intersection of North Bayshore Drive and Keystone Island Drive	\$	\$
36	Bridge #2 - Keystone	Bridge is north of Keystone Blvd. Includes hedge on north side of bridge.	\$	\$
37	Canal Ends - North Bayshore Drive	North Bayshore Drive – 3 Canal Ends between Bayview Lane & Arch Creek Drive	\$	\$
38	Canal Ends - Biscayne Bay Drive	Biscayne Bay Drive – 8 Canal Ends from North Bayshore Drive east to end of Biscayne Bay Drive	\$	\$
39	Canal Ends - Arch Creek Drive	Arch Creek Drive – 4 Canal Ends between North Bayshore Drive & Coronado Drive	\$	\$
40	Canal Ends - Keystone Blvd.	Keystone Blvd. – 2 Canal Ends between Palm Road & North Bayshore Drive	\$	\$
41	Canal Ends - Ixora Road	Ixora Road – 9 Canal Ends from guardhouse east to the end of Ixora Circle	\$	\$
42	Keystone Entrance	Keystone Entrance at NE 126 Street from Biscayne Blvd. east to 18 Avenue including hedges on the south and north side of road, sidewalks, landscaped median, hedges adjacent to walls and gutters.	\$	\$

43	Lift Station - NE 18 Avenue	NE 124 Street and 18 Avenue	\$	\$
44	Swale - NE 18 Avenue	East side of NE 18 Avenue from 124 Street to Ixora Lane from the edge of pavement to the wall	\$	\$
45	Guardhouse - 130 Street	Guardhouse at the intersection of Ixora Lane and Ixora Court	\$	\$
46	Traffic Circle - Bayview	Bayview Lane Cul-de-sac.	\$	\$
47	Traffic Circle - Cyprus	Cyprus Road Cul-de-Sac.	\$	\$
48	Traffic Circle - Hickory	Hickory Road Cul-de-Sac	\$	\$
49	Traffic Circle - Maple	Maple Road Cul-de-Sac	\$	\$
50	Traffic Circle - Keystone	Keystone Island Drive & Keystone Blvd.	\$	\$
51	Traffic Circle - Alamanda	Alamanda Drive & Croton Road	\$	\$
52	Traffic Circle - Croton	Keystone Blvd. & Croton Road	\$	\$
53	Traffic Circle - Coronado Lane	Coronado Lane Cul-de-Sac	\$	\$
54	Traffic Circle - Ortega	Ortega Lane Cul-de-Sac	\$	\$
55	Traffic Circle - Coronado Terr	Coronado Terrace Cul-de-Sac	\$	\$
56	Traffic Circle - Coronado Drive	Coronado Drive Cul-de-Sac	\$	\$
57	Traffic Circle - Hibiscus	Hibiscus Circle Cul-de-Sac	\$	\$
58	Traffic Circle - Ixora	Ixora Circle Cul-de-Sac	\$	\$
59	Traffic Circle - Auralia	Auralia Road Cul-de-Sac.	\$	\$
60	Triangle - Keystone Blvd.	North Bayshore Drive & Keystone Blvd.	\$	\$
61	Triangle - Keystone Road	North Bayshore Drive & Keystone Road	\$	\$
62	Triangle - Palm	Palm Road & Alamanda Drive	\$	\$
63	Triangle - Biscayne Bay	Biscayne Bay Terrace & Biscayne Bay Drive	\$	\$
64	Closure - 135 Street Alley	NE 135 Street west of NE 14 Avenue (150 feet west)	\$	\$

65	Emerald Lake Drive, NE 16 Avenue Swale & Arch Creek Road	Emerald Lake Drive entrance to first building, both sides of road as well as cul-de-sac at end of Emerald Lake Drive. NE 16 Avenue (east side) from Emerald Lake Drive north to Arch Creek Road from edge of street to fence. Arch Creek Road, three traffic islands including south side of road to the end of the chain link fence and from the storage facility to NE 135 Street (both sides of the road).	\$	\$
66	Guardrails - Arch Creek Road	Guardrails along Arch Creek Road from NE 125 Street north to NE 16 Avenue	\$	\$
67	Traffic Circle - NE 17 Avenue	NE 17 Avenue and 126 Street	\$	\$
68	Guardrail - 131 Street	Guardrail at 131 Street and NE 16 Avenue. Swale on south side of 131 Street from NE 16 Avenue to bend in road (app. 250 feet).	\$	\$
69	Swale - NE 15 Avenue	Swale east of NE 15 Avenue between 124 Street and 125 Terrace. Area includes guardrail at 125 Street (east of NE 15 Avenue).	\$	\$
70	Planter - NE 14 Avenue	Landscape planter on north side of NE 123 Street at NE 14 Avenue	\$	\$
71	Swale - NE 14 Avenue	From 125 Street north to 1st business, from edge of pavement east to and including the guardrail on west side of railroad tracks.	\$	\$
72	Medians - NE 14 Avenue	From NE 129 Street to NE 131 Street – 3 Medians	\$	\$
73	Lift Station - NE 14 Avenue	NE 14 Avenue and 130 Street	\$	\$
74	Traffic Circle - NE 14 Avenue	NE 14 Avenue and 131 Street	\$	\$
75	Parks Operations Center - South Swale	NE 121 Street from edge of property (approximately 12 Court) east to FEC fence. Area includes north side of street from edge of pavement to fence as well as east end of street from guardrail to FEC fence.	\$	\$
76	Traffic Circle - NE 12 Avenue	NE 12 Avenue and 131 Street	\$	\$
77	Traffic Circle - NE 10 Avenue	NE 10 Avenue at 123 Street and 131 Street	\$	\$
78	Future - 135 Street Medians	135 Street from West Dixie Highway to NE 17 Avenue	\$	\$
TOTAL:			\$	\$



PRICE PROPOSAL FORM

**Lawn Maintenance Services
IFB No. 55-17-18**

Note: The prices listed in the Bid form shall include the total cost to complete the work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami.

Respondents must fill out all line items below and the cost per unit and total cost.

LANDSCAPE MAINTENANCE SITES 2018				
SECTION 2				
#	SITE	LOCATION & DESCRIPTION	Per Service	28 Services
1	Closures - NW 17 Avenue	11 Street Closures including the adjacent grass areas from NW 121 Street to NW 134 Street	\$	\$
2	Sign - NW 17 Avenue	North Miami welcome sign on 119 Street at NE 17 Avenue. Hedges must be maintained below letters on the sign. Contractor is responsible for any damages due to negligence and/or power tools.	\$	\$
3	Medians - NW 119 Street	From NW 7 Avenue to NW 17 Avenue - 8 Medians.	\$	\$
	Medians - NW 119 Street	Trash pick-up an additional 6x's per month.	\$	\$
4	Closures - NW 119 Street	5 Street Closures between NW 119 Street and NW 120 Street at 8 Avenue, 11 Avenue, 13 Avenue, 15 Avenue, and 16 Avenue.	\$	\$
	Closures - NW 119 Street	Trash pick-up an additional 6x's per mo.	\$	\$
5	NW 125 Street	All Intersections From NW 7th Avenue to NW 16 Avenue	\$	\$
6	Medians - NW 127 Street	From NW 7 Avenue to NW 17 Avenue – 8 medians	\$	\$
7	Traffic Circle - NW 15 Avenue	NW 15 Avenue and 127 Street	\$	\$
8	Traffic Circle - NW 12 Avenue	NW 12 Avenue at 120 Street, 123 Street, and 127 Street	\$	\$

9	North Miami Water Plant	NW 11 Avenue and 121 Street - exterior and interior	\$	\$
10	Medians - NW 11 Avenue	From NW 127 Street TO NW 131 Street - 5 medians.	\$	\$
	Medians - NW 11 Avenue	Trash pick-up an additional 6x's per month.	\$	\$
11	Traffic Circle - NW 11 Avenue	NW 11 Avenue and 133 Street	\$	\$
12	Traffic Circle - NW 10 Avenue	NW 10 Avenue at 121 Street, 123 Street, 127 Street and 131 Street	\$	\$
13	Traffic Circle - NW 8 Avenue	NW 8 Avenue and 122 Street	\$	\$
14	Medians - NW 7 Avenue	Landscape medians from 118 Street to 135 Street	\$	\$
15	Islands - NW 7 Avenue	From 119 Street to 135 Street (east and west side of road). From 135 Street to 143 Street (east side of road).	\$	\$
16	Sign - NW 7 Avenue	North Miami welcome signs on NE 7 Avenue at 140 Terrace. Hedges must be maintained below letters on the sign. Contractor is responsible for any damages due to negligence and/or power tools.	\$	\$
17	Guardrails - I-95	6 guardrails along west side of I-95 from NW 120 Street to NW 134 Street	\$	\$
18	Vacant Lots - I-95	Vacant lots west of I-95 from NW 127 Street to NW 129 Street	\$	\$
19	North Miami Information Sign	West of I-95 on NW 128 Street - sign is enclosed by a fence. Landscaping at base of sign and surrounding grass area inside fence.	\$	\$
20	I-95 and 119 Street	Trash pick-up and entrance and exit ramps (50 feet from intersections) and underneath overpass.	\$	\$
21	I-95 and 125 Street	Trash pick-up and entrance and exit ramps (50 feet from intersections) and underneath overpass.	\$	\$
22	I-95 and 135 Street	Trash pick-up and entrance and exit ramps (50 feet from intersections) and underneath overpass.	\$	\$
23	I-95 and Opa Locka Blvd.	Trash pick-up and entrance and exit ramps (50 feet from intersections) and underneath overpass.	\$	\$
24	Swale - NW 6 Avenue	From NW 119 Street to NW 131 Street and NW 132 Street to NW 134 Street from edge of pavement west to DOT I-95 fence	\$	\$

25	Lift Station - NW 2 Avenue	NW 136 Street and 2 Avenue	\$	\$
26	Lift Station - NE 2 Avenue	NE 127 Street and 2 Avenue	\$	\$
27	Sign - NE 2 Avenue	North Miami welcome sign on NE 2 Avenue at 119 Street. Hedges must be maintained below letters on the sign. Contractor is responsible for any damages due to negligence and/or power tools.	\$	\$
28	Medians - Griffing Blvd.	From NE 131 Street to and including 1st Median South of West Dixie Hwy. - 10 Medians	\$	\$
29	Triangle - Griffing Blvd.	Landscape triangle at Griffing Blvd, 125 Street and NE 3 Avenue	\$	\$
30	Medians - NE 121 Street	From NE 10 Avenue to Griffing Blvd. - 6 Medians	\$	\$
31	Medians - NE 127 Street	From NE 4 Avenue to Griffing Blvd. - 2 Medians	\$	\$
32	Medians - NE 129 Street	From NE 6 Avenue to Griffing Blvd. - 4 Medians	\$	\$
33	Traffic Circle - NE 3 Avenue	NE 3 Avenue and 121 Terrace	\$	\$
34	Courtyards - NE 3 Avenue	Courtyards on the East side of NE 3 Avenue at 126 Street, 128 Street & 130 Street	\$	\$
35	Medians - NE 4 Avenue	From NE 123 Street to NE 131 Street – 8 Medians	\$	\$
	Medians - NE 4 Avenue	Additional trash pick-up from 123 Street to 125 Street 6x's per month.	\$	\$
36	Traffic Circle - NE 4 Avenue	NE 4 Avenue and 127 Street	\$	\$
37	Courtyards - NE 5 Avenue	Courtyards on east and west side of NE 5 Avenue at 126 Street, 128 Street & 130 Street	\$	\$
38	Traffic Circle - NE 5 Avenue	NE 5 Avenue at 131 Street and 134 Street	\$	\$
39	Rucks Park - Exterior	NE 137 Street (north swale) between 4 Avenue and 5 Avenue from edge of pavement to fence. NE 5 Avenue (west swale) between 137 Street and 139 Street from edge of pavement to fence. NE 139 Street (south swale) between 5 Avenue and west end of property from edge of pavement to fence.	\$	\$
40	Vacant Lot - 140 Street	495 NE 140 Street	\$	\$

41	Medians - NE 6 Avenue	125 Street to 145 Street – 11 medians.	\$	\$
	Medians - NE 6 Avenue	Additional trash pick-up 6x's per month.	\$	\$
42	Courtyards - NE 7 Avenue	Courtyards on east and west side of 7 Avenue at 122 Street	\$	\$
43	Planters - NE 124 Street	Curbed planters on NE 124 Street from NE 7th Avenue east to the MOCA Plaza.	\$	\$
44	NE 123 Street	From NE 7 Avenue to NE 8 Avenue on north side of street between edge of pavement and wall.	\$	\$
45	NE 8 Avenue	Sidewalk and landscaped areas on the east side of NE 8 Avenue from 125 Street to 123 Street. 2 Medians on NE 8 Avenue between 123 Street and 121 Street	\$	\$
46	NE 124 Street	Curbed planter on north side of street from NE 8 Avenue to NE 9 Avenue. Area between sidewalk and wall on north side of street from NE 8 Avenue east to parking lot entrance.	\$	\$
47	Downtown & Vicinity	Sidewalks, sidewalk cutouts, and curbed planters, on north and south side of 125 Street from NE 5 Avenue To NE 10 Avenue from the intersections to the alleys.	\$	\$
48	Freedom Park	Pocket park located at approximately 725 NE 125 Street, from 125 Street north to alley.	\$	\$
49	Parking Lots - Downtown	Lot 1 - NE 6 Court between alley & NE 124 Street. Lot 2 - NE 7 Avenue between alley & NE 124 Street. Lot 3 - NE 8 Avenue between 125 Street & NE 124 Street. Lot 4 – NE 126 Street between NE 8 Avenue & NE 9 Avenue from street to alley. Lot 5 – NE 126 Street between NE 7 Avenue & NE 8 Avenue from street to alley. Lot 6 – NE 126 Street between West Dixie Hwy. & NE 7 Avenue from street to alley.	\$	\$
50	Parking Lot - NE 8 Avenue	NE 8 Avenue from NE 131 Street to NE 132 Street		
51	Pioneer Boulevard (137 Street)	Medians from NE 6 Avenue to West Dixie Highway.	\$	\$
	Pioneer Boulevard (137 Street)	Additional trash pick-up 6x's per month.	\$	\$
52	Traffic Circle - NE 7 Avenue	NE 7 Avenue at 139 Street, 141 Street and 143 Street	\$	\$
53	Walkway - NE 7 Avenue	NE 7 Avenue between NE 143 Street and NE 144 Street	\$	\$

54	Traffic Circle - NE 9 Avenue	NE 9 Avenue and 139 Street	\$	\$
55	Vacant Lot - 144 Street	905 NE 144 Street	\$	\$
56	Traffic Circle - NE 11 Avenue	NE 11 Avenue at 139 Street and 141 Street	\$	\$
57	Swale - NE 139 Street	Swale area on south side of NE 139 Street from NE 11 Avenue to West Dixie Highway	\$	\$
58	Lift Station - NE 12 Avenue	NE 12 Avenue and 143 Street	\$	\$
59	Vacant Lot - Alley	Vacant triangle lot adjacent to alley west of West Dixie Highway between NE 141 Street and 142 Street (behind 14100 building)	\$	\$
60	Medians - West Dixie Highway	All medians from Griffing Blvd. to NE 143 Street	\$	\$
61	Islands - West Dixie Highway	All landscape islands (east and west) from Griffing Blvd. to NE 143 street. Locations are as follows: 126 Street (2 east & 1 west); 127 Street (4 east & 1 west); 128 Street (3 east); 129 Street (2 east 2 west); 130 Street (3 east); 131 Street (2 east); 132 Street (1 west) and fountain triangle; 133 Street (1 east & 3 west); 134 Street (1 east & 1 west); 135 Street (1 east & 1 west); NE 136 Street (1 west); 137 Street (1 east & 4 west); 139 Street (4 east & 5 west); 143 Street (2 east). ALL islands and crosswalks require trash removal during service.	\$	\$
	Islands - West Dixie Highway	Additional trash pick-up 6x's per month.	\$	\$
62	Future - 119 Street Medians	119 Street from NW 5 Avenue to West Dixie Highway	\$	\$
63	Future - 135 Street Medians	135 Street from NW 2 Avenue to West Dixie Highway	\$	\$
TOTAL:			\$	\$



PRICE PROPOSAL FORM
Lawn Maintenance Services
IFB No. 55-17-18

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.
- 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

Offeror Signature

Date:

Name: (Please Print)

Title:



**SECTION 5.0
COVER PAGE FORM**



COVER PAGE & CONTACT PERSON INFORMATION

**Lawn Maintenance Services
IFB No. 55-17-18**

Include this sheet as the very first page of your Bid. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation 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 CHECKLISTS**



MINIMUM REQUIREMENTS
Lawn Maintenance Services
IFB No. 55-17-18

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	Attach Copy of Active Sunbiz.org Registration <input data-bbox="1203 537 1279 600" type="checkbox"/>
2.)	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 Submittal. The Respondent shall submit copies of the following: State of Florida Commercial Pesticide Applicator License.	Attach Copy of Active License(s) <input data-bbox="1203 821 1279 884" type="checkbox"/>
3.)	References at a minimum, Respondent must provide at least three (3) verifiable references of clients for which it has provided similar Services within the last ten (10) years. If available, such references should be of public agencies within Florida.	Attach Copy of City Contract Form A-14 <input data-bbox="1203 1073 1279 1136" type="checkbox"/>



RESPONSE SUBMITTAL CHECKLIST

**Lawn Maintenance Services
IFB No. 55-17-18**

This checklist is provided for Proposer'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.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Minimum Requirements	
	Price Proposal Form	
	Response Submittal Checklist	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		



SECTION 7.0
Appendix "A"
Cone of Silence

Cone of Silence Notification

Lawn Maintenance Services **IFB No. 55-17-18**

DIVISION 8. CONE OF SILENCE

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.