

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award a Contract to Tower Pest Control in the Annual Estimated Amount of \$66,324, Pursuant to Bid No. 14-02/03, To Provide Pest Control and Fertilization Service.

Issue:

Shall the City Commission award a contract to the lowest and best bidder, Tower Pest Control?

Item Summary/Recommendation:

Based on the analysis of the bids received, it is recommended that the City Commission authorize the award of contract to Tower Pest Control in the annual estimated amount of \$66,324, pursuant to Bid No. 14-02/03, to provide pest control and fertilization services.

The work shall include but not be limited to, the supply of staff, expertise and equipment to apply herbicide/insecticide as needed and various forms of fertilizer as scheduled.

This contract will commence the day after date of award by the City Commission and will remain in effect **until September 30, 2004**. Providing the successful bidder will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed upon by both parties.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; display: inline-block;"></div> Finance Dept.	1	\$11,054	011.0940.000312 – FY 02/03
	2	\$55,270	011.0940.000312 – Included in FY 03/04 Budget Request
	3		
	4		
	Total	\$66,324	

City Clerk's Office Legislative Tracking:

Kevin Smith

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL <i>g</i> KS KS	RCM <i>[Signature]</i>	<i>[Signature]</i>

AGENDA ITEM C2B
DATE 7-2-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 2, 2003

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read 'Jorge M. Gonzalez'.

Subject: **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO TOWER PEST CONTROL IN THE ANNUAL ESTIMATED AMOUNT OF \$66,324, PURSUANT TO INVITATION TO BID NO. 14-02/03, TO PROVIDE PEST CONTROL AND FERTILIZATION SERVICE.**

RECOMMENDATION

Approve the Award of Contract.

FUNDING:

\$11,054 Funding is available from Budget Account No. 011.0940.000312 FY 02/03.

55,270 Funding is included in the FY 03/04 budget request in Budget Account No. 011.0940.000312.

\$66,324 Total

ANALYSIS:

The work specified in Invitation to Bid No. 14-02/03 (the "Bid") consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, services and incidentals necessary to provide general landscape area pest control and fertilization services as specified in the contract.

The work shall include but not be limited to, the supply of staff, expertise and equipment to apply herbicide/insecticide as needed and various forms of fertilizer as scheduled.

This contract will commence the day after date of award by the City Commission and will remain in effect **until September 30, 2004**. Providing the successful bidder will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed upon by both parties.

In the event that the contract is held over beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

CONTRACTOR'S RESPONSIBILITIES

Project Supervisor

The Contractor will maintain a Project Supervisor at the facilities at all times during the hours of operation, and such supervisor shall be able to be communicated with by pager, two way radio, or cellular telephone. The Supervisor will constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

DISASTER RESPONSE

The Contractor will maintain, on a twenty-four (24) hour, 7 days per week on-call basis, a staff sufficient to address emergency contingencies (i.e., hurricanes, tornados, floods, etc.) which may arise from time-to-time. The Contractor will respond with immediate action to emergencies that adversely affect the City of Miami Beach, so that the situation is corrected at the earliest possible moment.

The City, through its Project Manager, reserves the right to issue immediate restraint or cease and desist order to Contractors when unsafe or harmful acts are observed or reported relative to the performance of the work under the Contract.

In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The City will not be responsible for safety on or off the job site. The City's on-site observations or inspections shall be only for the purpose of verifying that the maintenance Specifications are being implemented properly.

The City's on-site observations or inspections are not for safety on or off the job site for the Contractor's employees or the public.

Traffic Safety Control - The Contractor will at his cost, observe all safety regulation and; including placing and display of safety devices, provisions of police to control traffic, etc, as may be necessary in order to conduct the public through the project area in accordance with F.D.O.T.'s "Manual on Traffic Controls and Safe Practices for Street Highway Construction, Maintenance and Utility Operations."

The Pest Control contractor will be operating under the State of Florida Department of Agriculture & Consumer Services, Bureau of Entomology & Pest Control, Chapter 482 legal guidelines. The Pest Control Company is required to have a Certified Pest Control Operator (CPO) that has passed the appropriate testing and certification as imposed by the State. This certification process involves the appropriate use and selection of chemicals, and compliance with rigid environmental guidelines. They are also inspected at least once a year by the State to make sure that they are complying with their certification and operation. In addition, the Parks Division reviews their use and selection of pesticide for their use in City landscape areas. As a component of the Parks Division operational guidelines and as a precautionary measure the use of Restricted Use Pesticides (RUP) by the Pest Control contractor within City areas is not authorized or permitted.

CONTRACTOR'S VEHICLES

Contractor's vehicles will be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 3-1/2" letters unless otherwise prescribed by law or ordinance.

Deficiency Notices and Liquidated Damages

If the City of Miami Beach Project Manager determines that there are deficiencies in the performance of the contract, the Project Manager will notify the City of Miami Beach Procurement Director, in writing, of the deficiencies and the Procurement Director will subsequently issue a Notice to the Contractor to correct the deficiencies within seven (7) days of notification.

If both parties agree that actual damages would require more than seven (7) days to repair, a time frame, in writing, will be determined by the City of Miami Beach Procurement Director for that deficiency. The parties agree that the Contractor will be liable to the City of Miami Beach for liquidated damages (not a penalty) in the amount of two hundred dollars (\$200.00) per day, for each day exceeding the above noted time frame, per deficiency that the Contractor fails to correct deficiencies in the Notice.

City of Miami Beach Right to Correct Deficiencies

Additionally, and notwithstanding the above provision, the City has the right to move on site with City forces or private Contractors to correct deficiencies seven (7) days after notification in writing, by the City of Miami Beach Parks and Recreation Department Director, or his designee.

If, in the sole discretion or judgment of the Project Manager, and Procurement Director, the Contractor and/or his employee(s) are not properly performing the services required under the Contract, then the Contractor and/or all employees may be temporarily replaced by City personnel and payment to be made by the City may be suspended while the matter is being investigated. Total costs incurred by completion of the work by the City will be deducted and forfeited from the payments to the Contractor from the City.

This section will not be construed as a penalty, but as an adjustment of payment to Contractor for only the work actually performed, and the recovering of City costs from the failure of the Contractor to complete or comply with the provision of the Contract.

Quality Control - Performance Reports

The Contractor will submit to the City of Miami Beach Project Manager a report of his performance for the preceding month, under terms of the Contract. These reports will be postmarked no later than the fifth (5th) day of each month following the month in which services were performed. Failure to do so will result in delay of payment until this requirement is fulfilled. The City will provide forms for performance reporting.

Certified Pest Control Operator (PCO) must have a valid PCO license from the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control Services, in the Lawn & Ornamentals (L&O) category. The PCO will be responsible for the monitoring/inspection of assigned City landscape areas and for the pest control/fertilizer applications resulting from such monitoring/inspections.

These designated areas will be kept pest free through preventative pesticide applications (where applicable) and through early detection of pest problems and their subsequent control. Nutritional deficiencies of turf grass and ornamentals will be prevented by the timely application of liquid and granular fertilizer materials (soil and/or foliar applied).

ADDITIONAL WORK

The Project Manager may, at his discretion, authorize the Contractor to perform additional work, including, Pest Control and/or Fertilization Services when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence, or for any additional basic landscape maintenance needed. Any work not provided for elsewhere in the Contract and authorized by the Project Manager and performed by the Contractor shall be considered as additional work and shall be paid as specified on the Bid Proposal.

Prior to performing any additional work, the contractor shall prepare and submit a written description of the work with a cost estimate which conforms to the unit pricing found in the Bid Proposal to the Project Manager. No work shall commence without the written authorization from the Project Manager.

Notwithstanding the above authorization, when it has been determined that a condition exists wherein there is imminent danger of injury to the public or damage to property, the Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Project Manager for the required approval.

The City will pay the contractor, their cost incurred (**Vendor Cost**) for any/all materials required, that will **not** be provided by the City.

Bidders shall submit the hourly labor rates for "Regular Working Hours"; hourly labor rates for overtime will be negotiated by the City, and will not exceed an Hourly Labor Rate of the Bidders Regular Hourly Labor rate and one half. ("Time and a Half") should additional work be required during regular working hours. The contractor will invoice the City, the same hourly rates as submitted in the bid form.

BID PROCESS

Invitation of Bid No. 14-02/03 was issued on April 11, 2003, with an opening date of May 1, 2003. A Pre-Bid Conference was held on April 16, 2003, DemandStar by Onvia issued bid notices to 370 prospective bidders. This resulted in 18 vendors requesting bid packages, which resulted in the receipt of two responsive bids, and one Non-responsive bid from Pearl's Power Spray.

The Administration, in consultation with the City Attorney's Office, determined that since Pearl's bid contained a deviation in its unit pricing and total amount bid that said deviation was the basis for disqualification.

Pearl's total based on its unit pricing was \$26,460, however, its grand total bid was \$69,000. The Procurement Division requested clarification from Pearl's, and was provided with a letter that stated their bid total is \$69,000. Therefore, award is being recommended to the lowest and best bidder, Tower Pest control, at a total amount of \$66,324.

BID TABULATION

<u>Company</u>	<u>Job Classification</u> Pest Control Project Supervisor Est. Hours (year) 60	<u>Total/Annual</u>	<u>Job Classification</u> Pest control Technician Est. Hours (year) 2080	<u>Total Annual</u>	<u>Grand Total</u>
Tower Pest Control	X 481.40 p/h	\$28,884.00	X \$18.00 p/h	\$37,440.00	\$66,324.00
* Pearl's Power Spray	X \$25.00 p/h	\$1,500.00	X \$12.00 p/h	\$24,960.00	\$26,460.00 \$69,000.00 (Written Amount)
Tropics North Inc.	X 57.00 p/h	\$3,420.00	X 35.00 p/h	\$72,800.00	\$76,220.00

*** Non-Responsive**

Vendor Campaign Contribution Information. The following individuals have a controlling financial interest.

Francisco J. Torre
Francisco Torre
Carmen M. Torre

CONCLUSION

Based on the analysis of the bids received, it is recommended that the contract be awarded to the lowest and best bidder, Tower Pest Control.