

INVITATION FOR BIDS

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

BID # 57-08/09

BID OPENING: October 15, 2009 AT 3:00 P.M.

Gus Lopez, *CPPO, Procurement Director*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

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ITB 57-08-09
September 15, 2009

City of Miami Beach





City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4235

PUBLIC NOTICE

Invitation to Bid No. 57-08/09

Sealed bids will be received by the City of Miami Beach Procurement Director, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until 3:00 p.m. on the **15th day of October, 2009**:

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

Purpose: The purpose of this bid is to establish a contract, by means of sealed bids, to provide citywide grounds maintenance service. This contract shall remain in effect for **three (3)** years from date of contract execution by the Mayor and City Clerk, and by mutual agreement for two (2) one (1) year renewal options.

Scope of Work: The work specified in this section consists of furnishing all labor, machinery, tools means of transportation, supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services as specified herein.

The work shall include but not be limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide/fertilizer application, turf management, irrigation system operation maintenance / repair and replacement of plants as required.

Minimum Requirements: Prospective bidders must submit with their bids three (3) references, of which at least one (1) separate reference must be of contracts over \$100,000/year in landscaping services.

Estimated Annual Budget Amount: \$360,000.00

At the time, date, and place above, bids will be publicly opened. Any bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

ANY BIDDER THAT DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE. THEREFORE, IF ANY BIDDER BELIEVES THAT THE MINIMUM REQUIREMENTS OF THE BID DOCUMENTS ARE RESTRICTIVE TO COMPETITION, YOU MUST SUBMIT IN WRITING TO POINT OF CONTACT, PROPOSED REVISIONS PRIOR TO THE DEADLINE OF RECEIPT OF BIDS.

A Pre-bid conference will be held on **September 29, at 1:00 p.m. at the following address:**

**City of Miami Beach
City Hall - Fourth Floor
City Manager's Large Conference Room
1700 Convention Center Drive
Miami Beach, FL 33139**

Attendance (in person or via telephone) to this Pre-bid meeting is encouraged and recommended as a source of information, but is not mandatory. Bidders interested in participating in the pre-bid submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

The City utilizes **BidNet** as our electronic procurement service for automatic notification of bid opportunities and document fulfillment. We encourage you to participate in this bid notification system. To find out how you can receive automatic bid notifications or to obtain a copy of this Bid, go to www.govbids.com/scripts/southflorida/public/home1.asp or call toll-free 1-800-677-1997 ext. 214.

The City also utilizes **BidSync** powered by RFP Depot, a central bid notification system which provides bid notification services to interested vendors. **BidSync** allows for vendors to register online and receive notification of bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.bidsync.com. If you do not have Internet access, please call BidSync's vendor support group at 800-990-9339 or 801-765-9245.

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (786) 394-4235. The Bid title/number shall be referenced on all correspondence. All questions must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363

- LOCAL PREFERENCE ORDINANCE NO. 2003-3413
- CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.
- LIVING WAGE ORDINANCE NO. 2001-3301
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS - ORDINANCE NO. 2005-3494

Sincerely,



Gus Lopez, CPPO
Procurement Director



PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4235

NOTICE TO PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- Our company does not handle this type of product/service.
 - We cannot meet the specifications nor provide an alternate equal product.
 - Our company is simply not interested in bidding at this time.
 - Due to prior commitments, I was unable to attend pre-proposal meeting.
 - OTHER (Please specify)
- _____
- _____
- _____

We do do not want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

An Original and five (5) copies of the 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 hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. Facsimile, electronic or e-mailed bids will not be accepted.

1.2 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. 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. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 NO BID:

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

1.4 PRICES QUOTED:

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 bidding 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). Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is 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).

1.5 TAXES:

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 85-8012621639C-9.

1.6 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.

1.7 CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.8 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.

1.9 BIDDER'S CONDITIONS:

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach, FL.

1.10 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his 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 manufacturer's name and number if bidding 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 a bid in complete compliance with the specifications as listed on the attached form.

1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor'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:

- A) Vendor's name being removed from the vendor list.

B) All departments being advised not to do business with vendor.

1.12 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 Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

1.13 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 user, Monday through Friday, excluding holidays.

1.14 INTERPRETATIONS:

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. E-mail OlgaSerrano@miamibeachfl.gov with a copy to GusLopez@miamibeachfl.gov.

1.15 BID OPENING:

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

1.16 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be at 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 buyer unless loss or damage result from negligence by the buyer.

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.

1.17 PAYMENT:

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

1.18 DISPUTES:

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

1.19 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.

1.20 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, 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 of Miami Beach, Florida. 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.

1.21 OSHA:

The bidder warrants that the product supplied to the City of Miami Beach, Florida 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.

1.22 SPECIAL CONDITIONS:

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

1.23 ANTI-DISCRIMINATION:

The bidder certifies that he/she is in 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.

1.24 AMERICAN WITH DISABILITIES ACT:

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.25 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.26 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Beach 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 applicable Miami-Dade County and City of Miami Beach municipal code requirements as well as the 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 his or her bid.

1.27 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE: N/A

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.28 DEFAULT:

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

1.29 CANCELLATION:

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.30 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering Department, with a copy to the Accounts Payables Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

1.31 NOTE TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

1.32 SUBSTITUTIONS:

The City of Miami Beach, 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.

1.33 FACILITIES:

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

1.34 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

1.35 PROTEST PROCEDURES:

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

1.36 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Solicitation 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 Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. 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 Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum shall be sent by BidNet® and BidSync via e-mail or facsimile to each Bidder receiving the Solicitation that is a subscriber to the Bidnet® or BidSync notification systems. Bidders who are not subscribers are responsible for ensuring that they have received all addenda. 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. The Bidder is to acknowledge receipt of the Addendum by signing in the space provided on the Bid Proposal Form. Failure to acknowledge Addendum may deem its Bid non-responsive; provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

1.37 DEMONSTRATION OF COMPETENCY:

1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplies to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.38 DETERMINATION OF AWARD:

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

1.39 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this 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 of Miami Beach.

1.40 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.41 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.42 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be a Spot Market Purchased may be

purchased by other methods, i.e. Federal, State or local contracts.

1.43 ELIMINATION FROM CONSIDERATION:

This bid solicitation shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

1.44 WAIVER OF INFORMALITIES:

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

1.45 ESTIMATED QUANTITIES:

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

1.46 COLLUSION:

Bids from related parties. Where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or proposals found to be collusive shall be rejected. Bidders or Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.47 DISPUTES:

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Any agreement resulting from the award of this Bid (if applicable); then
- Addenda released for this Bid, with the latest Addendum taking precedence; then
- The Bid; then
- Awardees' Bid.

1.48 REASONABLE ACCOMMODATION:

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the John Toledo, at the Property Management Division at (305) 673-7630.

1.49 GRATUITIES:

Proposers shall not offer any gratuities, favors, or anything of monetary value to any

official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

1.50 SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Miami Beach, Florida and in case of default on the part of successful bidder or contractor, after such acceptance, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

1.51 TIE BIDS:

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

1.52 PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.53 DETERMINATION OF RESPONSIVENESS:

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

1.54 DELIVERY TIME:

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges will be accepted, i.e.; 12-14 days.

1.55 CONE OF SILENCE:

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

1.56 TERMINATION FOR DEFAULT:

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the

successful bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

1.57 TERMINATION FOR CONVENIENCE OF CITY:

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful bidder in accordance with the Agreement for all services actually performed by the successful bidder and reasonable direct costs of successful bidder for assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this section.

1.58 INSURANCE AND INDEMNIFICATION:

(See Check List for applicability to this contract)

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or

better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City of Miami Beach Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Miami Beach, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of

persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

1.59 MODIFICATION/WITHDRAWALS OF BIDS:

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of **120** calendar days from the opening of Bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

1.60 EXCEPTIONS TO BID:

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth in this ITB, specifically the minimum specifications found on **page 25**, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the Procurement Office in writing at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

1.61 CERTIFICATES OF INSURANCE:

After acceptance of bid, the City will notify the successful bidder to submit a certificate of insurance in the amount specified in Section 1.58.

1.62 ACKNOWLEDGE OF ADDENDA:

Bidders are to acknowledge receipt of Addenda, if stated in the Addenda issued. If any Addenda issued does not require the acknowledgement of receipt, bidders may insert date. The City reserves the right to confirm whether bidders received any addenda that was issued.

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$_____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:

___ Builders Risk completed value	\$_____.	.00
___ Liquor Liability	\$_____.	.00
___ Fire Legal Liability	\$_____.	.00
___ Protection and Indemnity	\$_____.	.00
___ Employee Dishonesty Bond	\$_____.	.00
___ Other	\$_____.	.00
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

BIDDER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

Bidder

Signature of Bidder

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a contract, by means of sealed bids, for grounds maintenance service as specified herein, from a source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

This contract shall commence the day after date of award by the Mayor and City Commission. The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding.

The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year period on a year to year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

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.

Option to Renew / Adjustment to Contract Amount: In the event the City of Miami Beach exercises its option to renew beyond the initial three (3) year contract, the contract prices and any other terms the city may choose to negotiate, will be reconsidered for adjustment 90 days prior to the renewal date due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I as published by the U.S. Department of Labor. The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

2.3 METHOD OF AWARD:

Award of this contract may be made to the primary and secondary lowest and best bidders per location, as defined in General Conditions 1.38, whose bid will be most advantageous to the City of Miami Beach. Should the primary vendor fail to comply with the Terms and Conditions of this Contract, the City reserves the right to award to the secondary vendor, if it is deemed to be in the best interest of the City.

2.4 CERTIFICATION, INVOICES AND PAYMENT:

2.4.1 Certification

Contractors shall complete a "Certification Report Form", designated Exhibit "B", and submit one signed copy with the monthly invoice to the Project Manager.

2.4.2 Invoices:

Contractors shall submit two (2) copies of all invoices to the Parks and

Recreation Depart, Greenspace Management Division, 2100 Meridian Avenue, Miami Beach, Florida, 33139.

2.4.3 Payment

The City agrees to pay to Contractor for the maintenance services described herein the following compensation during the term of the Contract:

2.4.3.1 Payment - "Complete Service"

- (a) Contractor supplies all expertise, supervision, labor, equipment, material, transportation, facilities, and support services necessary to complete the entire job as specified in the landscape maintenance schedule and as indicated in the specifications.
- (b) The bid price is stated as "per service" amount. Each complete service cycle must be invoiced separately on a monthly basis for services rendered during said month and City will pay to Contractor each month the "per service" payment amount.
- (c) The compensation to be paid by City shall be rendered in monthly payments for work performed per bid item. Payment shall be made within thirty (30) days upon receiving invoices, in duplicate, providing that all work performed during the preceding month has been inspected and accepted by the Project Manager and that all applicable certifications and reports have been submitted in accordance with the provisions of the Contract. The Contractor shall look for payment exclusively from the funds of the City for which these services have been provided.
- (d) If the Project Manager determines that the labor for work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's present work force, the Project Manager may modify the Landscape Maintenance Schedule and substitute the emergency work for regularly scheduled work.

2.4.3.2 Payments Withheld:

If, in the sole judgment of the Project Manager, the level of maintenance is less than that specified herein, at his option, in addition to or in lieu of other remedies provided herein, may withhold payment from the Contractor for work not performed, until services are rendered in accordance with specifications and providing no other arrangements have been made between the Contractor and the Project Manager. Notice of withholding must be in writing to the attention of the Procurement Director.

2.4.3.3 Additional or Decreased Compensation:

- A. Additional or decreased compensation may be authorized at the discretion of the Project Manager, subject to City budgetary conditions, for Deletion of Sites, Addition of Sites, or Additional Work performed by the Contractor.

B. Price Adjustment for the Deletion of Site(s):

The City reserves the right to temporary or permanently delete existing sites, and/or services at existing sites. Sites and/or services which are removed shall be evaluated by both the City and the contractor for the mutual determination of a fair unit cost, to be based upon similar site receiving similar service and/or similar services rendered at a similar site.

Should it be necessary for the Project Manager to eliminate any sites, it is understood that the corresponding per service rate charged by the Contractor for maintenance services will also be deleted from subsequent invoices sent to the Department.

The Project Manager shall initiate the above request/action in writing to the contractor, with a copy of the letter and any/all subsequent written correspondence to the Procurement Director.

C. Price Adjustments for the Addition of Sites:

The City reserves the right to add new sites to the respective contract(s), and to add services to the existing sites. New sites and/or service to be added shall be evaluated by both the City and the contractor for the mutual determination of a fair unit cost, to be based upon similar site receiving similar service and/or similar services rendered at a similar site. Sites and/or services deleted and later re-added shall be re-added at the original contract unit cost, plus any index adjustment.

The Project Manager shall initiate the above request/action in writing to the contractor, with a copy of the letter and any/all subsequent written correspondence to the Procurement Director.

2.4.3.4 Development of and/or Improvement to Existing Sites

The City reserves the right to develop and/or improve existing sites specified herein. Additional services required shall be evaluated by both the City and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at a similar site.

2.5 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 **three (3) year term of this contract**; provided, however, that the bidder may offer incentive discounts from this

fixed price to the City at any time during the contractual term.

2.5.1 OPTION TO RENEW WITH PRICE ADJUSTMENT:

The contract could be extended for an additional two (2) years term, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.6 PRE-BID CONFERENCE:

A non-mandatory pre-bid conference will be held on **September 29, 2009 at 1:00 p.m.** City of Miami Beach, City Hall, Fourth Floor at the City Manager's Large Conference Room, 1700 Convention Center Drive, Miami Beach, FL 33139

2.7 CONTACT PERSON:

The contact person for this Invitation to Bid is **Olga Serrano**. The contact person may be reached by phone: 305.673.7490; fax: 786.394.4235; or e-mail: olgaserrano@miamibeachfl.gov. Communications between a proposer, bidder, lobbyist or consultant and Procurement Staff is limited to matters of process or procedure.

Requests for additional information or clarifications must be made in writing to the contact person, with a copy to the City Clerk, no later than ten (10) calendar days prior to the scheduled Bid opening date.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid. Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the Procurement Division prior to submitting a proposal that all addenda have been received.

YOU MUST FAMILIARIZE YOURSELF WITH GENERAL CONDITION 1.55, ENTITLED CONE OF SILENCE, WHICH SETS FORTH THE POLICIES AND PROCEDURES RELATIVE TO ORAL AND WRITTEN COMMUNICATIONS.

2.8 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 performing such work where required by any part of these specifications, or necessary to

the satisfactory completion of the work.

2.9 PERCENTAGE ABOVE VENDOR COST:

Bids for materials required for additional work not included in the scope of services herein shall be submitted at a percentage above vendor wholesale cost. Evidence of said costs shall be submitted upon request, and attached to the invoice. Proof of costs shall be printed, properly identified, and dated as to issuance of effectiveness.

2.10 HOURLY RATE:

The hourly rate quoted is for additional work not specified herein and shall include full compensation for labor, equipment use, travel time, and any other direct cost associated for providing the additional work, to the bidder. Hourly labor rates are specified as follows:

Hourly Labor Rate I - Hourly rate for straight time, i.e. from 8:00 a.m. to 5:00 p.m. Monday - Friday (rate is to include labor and travel).

Hourly Labor Rate II - Hourly rate for overtime, i.e. before 8:00 a.m. or after 5:00 p.m. or on weekends or holidays (rate to include labor and travel).

2.11 LIQUIDATED DAMAGES:

See Section 4.7.4. Deficiency/Cure Notices and Corrective/Termination Process.

2.12 REFERENCES (PROVIDE REFERENCES, IN THE CUSTOMER REFERENCE FORM)

Each bid must be accompanied by a minimum of three (3) references of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. One (1) of those references must be for **contracts for complete landscape maintenance sidewalk construction in the amount of \$100,000 or higher each**. Reference shall include the name of the company, a contact person and the telephone number. Should bidder fail to provide this information with their, bidder shall provide within five (5) calendar days upon request from the Procurement Division.

2.13 BIDDER QUALIFICATIONS:

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of work specified in the Scope of Work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and has provided the Work materials and services as described in these bid specifications. Refer to Section 3.2.

2.14 PERFORMANCE AND PAYMENT BOND: N/A

The successful bidder will be required to furnish Performance and Payment Bonds.

2.15 LATE BIDS:

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays

caused by mail, courier service, including U.S. Mail, or any other occurrence.

2.16 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.

2.17 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the **ORIGINAL AND FIVE COPIES** of the Bid Form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.18 CUSTOMER SERVICE:

Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

2.19 WARRANTY:

The successful bidder will be required to warranty all work performed. Warranty shall be provided in detail, upon request.

2.20 PAST PERFORMANCE:

Please provide your client with the Performance Evaluation Letter and Survey attached herein on pages 74 and 75, and request that your client submit the completed survey to Olga Serrano, Procurement Coordinator at (Fax) 786-394-4235; or e-mail olgaserrano@miamibeachfl.gov. **Please understand that we will not accept Client Surveys being sent to our office from the office of the proposer, Surveys must be sent to Procurement from your client's office(s).** Consultants are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

2.22 FACILITY LOCATION: Parking Lots – City wide

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

3.0 GENERAL REQUIREMENTS

3.1 SCOPE OF WORK

- 3.1.1 The work specified in this section consists of furnishing all labor, machinery, tools, mean of transportation, supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services as specified herein.
- 3.1.2 The work shall include but not be limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide/fertilizer application, turf management, irrigation system operation maintenance / repair and replacement of plants as required. (**“Full Service Visits”**) Bid prices shall include all labor, equipment and materials needed to perform those duties set forth in this section.
- 3.1.3 All work shall be completed in a continuous manner, that is the mowing, edging, trimming, litter retrieval, etc., shall be completed before leaving the job site.
- 3.1.4 The Contractor will adhere to a work schedule provided by the City (see Section 4.7.2.). Any variations to that schedule, requested by either party, must be approved either verbally or in writing by an authorized representative of the other party.
- 3.1.5 The work shall include Traffic Control as described herein.
- 3.1.6 The locations of the work referenced in the above document are located throughout the City of Miami Beach, they include the following areas (**See Group A and Group B pp 62-63**).

3.2 QUALIFICATIONS (BIDDER SHALL SUBMIT SATISFACTORY EVIDENCE WITH THEIR BID OR WITHIN 5 CALENDAR DAYS UPON WRITTEN REQUEST, THAT THEY MEET THE FOLLOWING MINIMUM REQUIREMENTS).

Parties deemed to be qualified to service this contract shall be judged on their past performance and present ability to provide all labor, materials, and equipment to successfully fulfill the provisions of this contract.

3.2.1 Company Qualification

- 3.2.1.1 Company shall have been in continuous service and incorporated in the State of Florida for a minimum of four (4) years.
- 3.2.1.2 Company must be fully licensed with all required State and/or Local government licenses, and permits (irrigation, pest control, horticultural services, etc.).
- 3.2.1.3 Company must have a person on staff with a bachelor degree in horticulture, agronomy, or a related field on staff or be recognized as a Florida Certified Landscape Contractor through the Florida Nurseryman

and Growers Association.

3.2.1.4 Company must have an I. S. A. Certified Arborist on staff.

3.2.1.5 Company must have a State Certified Pest Control Operator on staff.

3.2.1.6 Company must be a drug and alcohol free workplace.

3.2.2 Personnel Requirements, Management

3.2.2.1 Provide a minimum of one (1) full time graduate horticulturist or Florida Certified Landscape Contractor to manage all facets of the landscape and turf management for the contractor.

3.2.2.2 Managers must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated City of Miami Beach staff.

3.2.2.3 Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

3.2.3 Technical Services

3.2.3.1 To provide an adequate number of personnel specifically trained, experienced and licensed in the following areas: turf maintenance, irrigation maintenance, tree maintenance, and horticultural pest control.

3.2.3.2 Provide a Certified Pesticide Operator through the State of Florida, Department of Health and Rehabilitative Services.

3.2.3.3 Provide an I.S.A. Certified Arborist, with a minimum of five (5) years experience with South Florida trees.

3.3 CONTRACTOR'S RESPONSIBILITIES

3.3.1 Manager

The Contractor shall maintain a Manager on staff, employed in a full time position, with a degree in horticulture, agronomy, or a related field, or recognized as a Florida Certified Landscape Contractor with a minimum of two years landscape management experience. Managers must have excellent communication skills and be able to be communicated with by pager, two way radio or cellular telephone. Managers shall be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated City of Miami Beach staff. Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program. The Manager shall inspect all sites a minimum of one time per month and submit an inspection report documenting conditions to the Project Manager. These inspections shall occur no later than the end of the first full week of each month.

3.3.2 Supervisor

The Contractor shall maintain a Supervisor at the facilities at all times during the hours of operations, and such supervisor shall be able to be communicated with by pager, two way radio or cellular telephone.

The Supervisor shall have a minimum of two years field supervisory experience and be able to supervise all day to day field operations for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance personnel to ensure that operations are conducted in a safe and efficient manner consistent with contract specifications. The Supervisor shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding maintenance personnel.

The Supervisor shall inspect all work completed before leaving the job site, at the completion of each regular service to ensure the site is left in a clean, attractive and safe condition.

3.4 **CONTRACTOR'S PERSONNEL**

Contractor shall employ personnel competent to perform the work specified herein. Contractor's employees shall be United States citizens or in possession of appropriate documentation permitting the employees to work in Dade County.

The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Standard for Contractor's employees' include the following:

3.5 **DISASTER RESPONSE**

The Contractor shall maintain, on a twenty-four (24) hour on-call basis, by pager, two-way radio or cellular telephone, a staff sufficient to address emergency contingencies (ie. 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 Contractor shall be compensated for use of personnel equipment based upon the indicated classifications in the bid tabulation.

3.6 **UNIFORMS**

The Contractor will provide, at Contractor's expense, color coordinated uniforms for all personnel. Such uniforms shall meet Owners' public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

3.7 **CONDUCT**

Conduct standards for Contractor's employees should meet or exceed those required for City employees. The following are some guidelines:

- Drugs and alcohol, or their use, is not permitted on City property nor are

- personnel allowed on property while under the influence of such substances.
- Firearms or other weapons are strictly forbidden.
- Fighting or loud, disruptive behavior is not permitted.

All personnel will be subject to applicable City safety and security rules and procedures pertaining to conduct, vehicle use, property access, etc.

3.8 SAFETY

- 3.8.1 Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines, and materials, and to remedy hazards consequential or related to the work. The Contractor further agrees to accept the sole responsibility for compliance with all local, County, State or other legal requirements including but not limited to: (1) full compliance with the terms of applicable O.S.H.A. Safety Orders, (2) requirements of the Florida Department of Transportation Manual of Traffic Controls and Safe Practices For Street and Highway Construction, Maintenance and Utility Operations, at all times so as to protect all persons including Contractor's employees, agents of the City, vendors, and members of the public or other firms from injury or damage to their property.
- 3.8.2 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.
- 3.8.3 During normal working hours, Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the site, including a prompt report thereof to the Project Manager.
- 3.8.4 In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The City shall 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.
- 3.8.5 Traffic Safety Control - The Contractor shall at his cost, observe all safety regulation; 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."

3.9 CONTRACTOR'S VEHICLES

Contractor's vehicles shall 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 1-1/2" letters.

3.10 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

3.11 CONTRACTOR'S DAMAGES

Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of the City's expenses incurred by the City for labor, material or equipment to restore the property to its original condition.

3.12 INDEPENDENT CONTRACTOR

Contractor shall act under the Contract as an independent Contractor vis-à-vis City of Miami Beach and will not be an agent or employee of the City. Contractor shall not represent or otherwise hold out itself or any of its subcontractors, directors, officers, partners, employees, or agents to be an agent or employee of the City.

3.13 PERMITS, LICENSES, CERTIFICATES

Contractors shall obtain, at their expense, valid permits, licenses and certificates (City, County, State, Federal) as required for work under the Contract.

3.13.1 Contractors shall give all notices and pay fees and taxes required by law in performance of the Contract.

3.13.2 Compliance with Miami Beach Parks and Recreation Department and the State of Florida Department of Transportation Rules and Regulations: Contractors shall comply and abide by all rules and regulations of the above-referenced departments as they may be applicable to performance of the Contract.

3.13.3 Advertising and Signs: Contractors shall not advertise or place signs on the site, facilities or equipment of the City of Miami Beach.

3.14 SUB CONTRACTORS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors as for the acts and omissions of person(s) directly employed.

3.15 PROTECTION OF PROPERTY AND REPAIR OF DAMAGE

3.15.1 All portions of landscape structures, facilities, services, utilities, roads, and irrigation systems shall be protected against damage or interrupted service at all times by Contractor during the term of the Contract. Any

damage to the property as a result of the performance of work by Contractor during the terms of the Contract shall be repaired or replaced in kind and in manner approved by the Project Manager. All work of this kind shall be made immediately after damage or alteration occurs, unless otherwise directed.

3.15.2 Repairs to plant materials and soils shall specifically be made in accordance with specifications in Section 4.3.

3.15.3 Repairs to irrigation systems, which are damaged by any means including acts of God, vandalism, vehicular damage, theft, or undetermined causes, shall be repaired by the Contractor at no cost to the City, except where the specifications provide otherwise.

3.15.4 Contractor shall notify the City Project Manager within twenty-four (24) hours after discovery of any damage caused by accident, vandalism, thefts, acts of God, or undetermined causes.

3.16 RECORDS

All documents, books and accounting records shall be open for inspection at any reasonable time during the term of the Contract and for three (3) years audit of the books and business conducted by Contractor and observe the operation of the business so that accuracy of the above records can be confirmed.

All employment and payroll records shall be open for inspection and reinspection by the City, at any reasonable time during the term of the Contract.

3.17 TRANSPORTATION

Contractors are to supply all transportation of employees, supplies and equipment.

3.18 STORAGE

Contractors are to provide for all storage at off-site locations delivering to site only sufficient equipment and materials to complete daily tasks. Permission may be given by Project Manager for storage of materials or equipment on-site during special projects or conditions.

3.19 WASTE DISPOSAL

Contractors are responsible for removing and disposing from sites all waste handled in performance of the Contract. The City is not required to supply area or facilities for storage or removal of waste on-site.

3.20 NON-INTERFERENCE

Contractor shall not interfere with the public use of sites and shall conduct his operation so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

4.0 TECHNICAL SPECIFICATIONS

4.1 PURPOSE

These specifications designate the manner in which basic maintenance tasks will be performed in order to achieve the overall Quality Objective, which is to maintain the landscaping on the listed sites in a vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

4.2 STANDARDS AND REFERENCES

The Contractor's Representative shall be well versed in Florida maintenance operations and procedures. All employees shall be competent and skilled in their particular job in order to insure that they properly perform the work assigned.

The following organizations provide standards and publications which may be used as a guide for conducting grounds maintenance and services, under the Contract:

- A. Florida Cooperative Extension Services, 18710 SW 288th Street, Homestead, Florida, 33030.
- B. Florida Turf-Grass Association, Inc., 302 Graham Avenue, Orlando, Florida, 32803-6399.
- C. National Recreation and Park Association, 1601 N. Kent Street, Arlington, Virginia, 22209.
- D. Florida Recreation and Park Association, 1406 Hays Street, Suite 1, Tallahassee, Florida, 32301.
- E. Florida Department of Transportation, "Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations."

4.3 MATERIALS

All materials supplied and used by Contractors shall be the best kind available and used in accordance with manufacturer's directions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. City inspectors may require tests and reject materials not meeting these specifications or manufacturer's guarantee.

4.3.1 Replacement

Any plants which are damaged or die as a result of improper maintenance or lack of sufficient maintenance shall be replaced by the Contractor, at no cost to the City, within 10 calendar days upon discovery by the Contractor or notification by the City. The following criteria shall be used to determine if replacement is necessary.

- 4.3.1.1 Plants are not in a healthy growing condition and this renders them below the minimum quality standard (Fla. #1).
- 4.3.1.2 There is a question of any plants ability to thrive after the end of the thirty four (34) month maintenance period that would render it below the minimum quality standard (Fla. # 1).
- 4.3.1.3 The plant material is dead.
- 4.3.1.4 The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the City, in advance. The extended time shall be negotiated between all parties concerned, but must receive final approval by the City. After the 10 day replacement period, the City may perform the work and withhold monies due to the Contractor for materials and labor costs.

4.3.3 Size, Quality and Grade of Replacement

- 4.3.3.1 Replacement material shall be of the same brand, species, quality and grade as that of the material to be replaced, or it shall conform to the Florida Grades & Standards for nursery plants Florida #1 Quality, whichever is higher. The size of the replacement plants shall not be necessarily the same size as the original specified plant at its initial planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size to be replaced, the replacement shall be at least equal to the original size when the maintenance period began.
- 4.3.3.2 Plants shall be sound, healthy, and vigorous, free from plant disease, insect pests or their eggs, and shall have normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.
- 4.3.3.3 All trees shall be measured six (6) inches above ground surface.
- 4.3.3.4 Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species.
- 4.3.3.5 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Project Manager.
- 4.3.3.6 Replacements shall be guaranteed for the length of the Contract, or six (6) months, whichever is greater.
- 4.3.3.7 The Contractor shall be responsible for hand watering the replacement (if required), for 42 calendar days after planting.

4.3.4 Water

Should Contractor supply water, the water shall be fresh (non-salt), and containing no harmful levels of pollutants or chemicals.

4.3.5 Soil

- 4.3.5.1 Any soil supplied by Contractors shall be good, clean, friable top soil (or

soil mix), free from any toxic, noxious or objectionable materials, including rocks, lime rock, plant parts or seeds.

4.3.5.2 "Planting Soil Mix" shall be equal parts of Sphagnum peat moss, coarse sand, and composted organic matter, sterilized.

4.3.5.3 "Muck-sand-soil" shall be 70 percent muck and 30 percent coarse sand.

4.3.6 Fertilizer

All fertilizer shall be the best commercial grade and except free flowing liquids, shall be delivered to site and be dry when processed for application. Fertilizers shall be in appropriate containers and tagged. Special permission from the Project Manager is required to use bulk fertilizers.

The Contractor shall submit copies of the manufacturer's specifications for all fertilizer including data substantiating that the proposed materials comply with specified requirements.

4.3.7 Pesticides - (insecticides, fungicides, herbicides, etc.):

Insecticides & Fungicides shall be only those which are approved or recommended for use near open water bodies and those specified. Only the Federal Environmental Protection Agency (EPA) approved products shall be used.

All pesticides are to be registered and approved for use by the Florida Department of Agriculture.

Submit on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on the project. The need for pest and disease control, will be determined by the Contractor's Horticulturist and approved by the City. Also, if requested by the City, the Contractor will furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal, State, and Local Regulations.

4.3.8 Miscellaneous Materials

Mulch shall be grade B shredded cypress mulch, free of foreign matter. Other mulch types may be required upon request by the City. Alternative mulch types will be readily available on the wholesale market, be of equal or lesser wholesale cost or increased costs to be paid by City.

4.4 EQUIPMENT

Equipment supplied by Contractor shall be designed for or suited to the grounds maintenance task in which it is to be used. Equipment will not be used in areas or to perform tasks where damage will result to the landscapes or sites.

Contractor shall maintain supplied equipment in a good appearance and all equipment shall be maintained in a safe, operational and clean condition.

Upon specific request by the City, the Contractor will supply a current list of supplied equipment used by the Contractor, including item, model, manufacturer, year manufactured, and serial numbers. The Project Manager or his designee shall have the

right to reject the use of any specific piece of supplied equipment on the site, by notification to Contractor.

4.5 COMPLETION OF WORK

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming, litter removal, etc. shall be completed before leaving the job site.

4.6 GROUNDS MAINTENANCE FUNCTIONS AND TASKS:

4.6.1 Turf Care

Maintain turf areas in a healthy, growing green and trim condition by performing the following operation:

4.6.1.1 Site Preparation

The Contractor shall prior to mowing retrieve materials and dispose waste to include, and not be limited to, papers, glass, bottles, cans, fallen tree limbs and/or fronds, and all other deleterious materials found on the sites listed herein. Should the Contractor have knowledge of, the existence of hazardous wastes upon lands covered by the provisions of this agreement, Contractor shall not remove same from the premises but shall have a duty to immediately notify the City in writing.

4.6.1.2 Mowing General

4.6.1.2.1 Mowing shall be performed in a workmanlike manner that insures a smooth surface appearance without scalping or leaving any "missed" uncut grass

4.6.1.2.2 Rotary mowers will be used on St. Augustine and Bahia grasses, reel mowers or rotary mowers on Zoysia

4.6.1.2.3 N/A

4.6.1.2.4 All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

4.6.1.2.5 All mower blades are to be sharp enough to cut, rather than to tear grass blades. Mower blades shall be sharpened prior to each service.

4.6.1.2.6 All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.

4.6.1.2.7 Mowing will be done carefully so as not to "bark" trees or shrubs, or to introduce weeds into ground cover beds, or to damage sprinkler heads, curbs, or other facilities.

4.6.1.2.8 Grass clippings or debris caused by mowing or trimming will be removed from the turf or from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed.

4.6.1.2.9 Mowing will not be done when weather or other conditions will

result in damaged turf.

4.6.1.3 Mowing Specifics

4.6.1.3.1 St. Augustine Grass

Mow only with a rotary mower a minimum of once per week during the growing season of May through the end of September and at other full service visits, as needed, throughout the year.

4.6.1.3.2 Non-athletic field

Turf shall be mowed at to 4" - 4 ½" above soil level with a mower designed for use in the specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation.

Clippings will be considered "excessive" if still visible the day after mowing.

4.6.1.3.3 Zoysia, Bermuda Grass – N/A

4.6.1.4 Trimming and Edging

Contractor shall trim and properly edge all shrub and flower beds as well as trees, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged **every mowing** with respect to the turf type adjacent to the edging. Edging of beds and the tree rings (soft edging) shall be executed at each full service maintenance cycle. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed), shall be edged with a manual or mechanical edger to a neat vertical uniform line. Rotary nylon "fish line" cutters are not to be used for vertical edging. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Care shall be taken to avoid damage of ground cover weed barrier. Grass will be trimmed at the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf, such as posts, walls, fences, etc. Particular attention will be given to trimming around sprinkler heads and other irrigation system components to assure their proper water delivery function. The mechanical weed cutters are not to be used within eighteen (18") inches of tree or palm trunks. Note: Damage to property or existing vegetation by improper trimming or edging shall be repaired or replaced within 48 hours at Contractor's expense. All walks and other paved areas littered in the lawn maintenance process shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter **during each service visit**.

Materials cleaned from grounds may not be disposed on-site, and must be removed from locations at Contractor's expense.

4.6.2 Pruning Shrubs and Ground Cover Plants Bed Area Maintenance

All shrubs and ground cover plants growing in the work areas shall be pruned, **as required**, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or any manner deemed objectionable by the Project Manager.

4.6.2.1 Bed Area Maintenance

The Contractor shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed.

4.6.2.2 Shrubs

All shrub material shall be pruned a **minimum of once per month** to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

4.6.2.3 Groundcover

All groundcover material shall be pruned a **minimum of once per month** to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

4.6.3 Trees and Palm Pruning

Trees and palms are to be maintained in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the Project Manager.

4.6.3.1 Pruning

Natural Shaping and Thinning

Prune, thin, and trim all trees **at least** once a year to keep the trees healthy, to maintain the natural character of the variety, to control shape and to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous, and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove fruit, inflorescence, dead fronds and weak stalks. Fruit and/or inflorescence must be removed from palms in locations where the dropping of fruit will cause an unsafe or unsanitary situation. Disinfect tools between palms by soaking in a (5.25%) - 25% dilution Chlorine bleach and water solution for a minimum of **5 minutes**. Certain Washingtonian Palms will be an exception to the pruning practices of normal palm maintenance when existing dead fronds are maintained as determined by the City Project Manager.

Pruning will also be required from time to time to remove damaged branches from storms, frost, pruning to prevent encroachment of branches over streets, into private property, obscuring view of signs or traffic, particularly at a road intersection, or interference with lighting, etc.

Tree branches shall be pruned up to seven (7') feet over walkways and in areas so designated by the Project Manager. All tree pruning shall be accomplished with standard practices including:

Cuts should be made with sharp and proper tools; when cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions, but do not cut in to branch collar. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim, at least once or twice each growing season to keep the natural shape of the individual plant.

Pruning shall include the following items:

- Dead, dying or unsightly part of the tree
- Remove sucker growth from base of the trees in which an exposed trunk character is desired
- Branches that grow toward the center of tree
- Crossed branches that may rub together
- "V" crotches, if it does not ruin the appearance of the tree
- Multiple leader, if the tree normally has only a single stem
- Nuisance growth that interferes with view, traffic, sign age, walks, or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- Shape top of small trees as needed

All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.

4.6.3.2 Staking and Guying - and Tree Set-Up

Maintain existing and adjust tree stakes, guy wires and hoses or blocks, until trees are capable of standing vertical and/or resisting normal winds.

4.6.3.2.1 The Contractor shall be responsible for the complete removal and replacement of those trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Project Manager.

4.6.3.2.2 Replacement shall be made by the Contractor in the kind and size of tree determined by the Project Manager.

Where there is a difference in value between the tree lost and

the replacement tree, this difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Project Manager using the latest "Plant Finder" value determination.

4.6.3.2.3 All trees that have died or have been blown or knocked over are to be reported immediately upon discovery to the Project Manager.

4.6.3.2.4 With prior approval from the Project Manager, it is the Contractor's responsibility to remove and properly dispose of all dead or injured trees and/or weed trees such as but not limited to Florida Holly or Melaleucana or Australian Pine. Contractor shall set and support trees that have been knocked or blown over.

4.6.3.2.5 The Contractor shall be responsible for removing all graffiti signs, posters, boards, supports and any other material(s) attached or fastened to trees, or from elsewhere on the project site, as directed by the Project Manager.

4.6.4 Weed Control

4.6.4.1 All landscape areas within the specified area, including lawns, shrub and ground cover beds, planters, and areas covered with concrete, pavers, gravel or shell, shall be kept free of all weeds at all times. All concrete areas on medians, curbing around medians and along swales and all sidewalks are included with each project site. This means complete removal of all weed growth shall be **accomplished at each service visit**. For the purpose of this specification, a weed will be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand, mechanical, or chemical methods. The Project Manager may restrict the use of chemical or mechanical weed control in certain areas. Mechanical weed control shall not disturb the mulch layer so as to expose the underlying soil.

4.6.4.1.1 Weeds are to be mowed, trimmed, or edged from turf areas as a part of turf care operations.

4.6.4.1.2 Weeds are to be manually removed from shrub, hedge, ground cover or flower beds, unless chemical or mechanical means are specifically authorized by the Project Manager. Persistent weed growth such as the growth of sedges shall be killed with "round up" whenever possible.

4.6.4.1.3 Weeds are to be removed from walkways, curbs, expansion joints, and along fence lines and guardrails at **each service** or as otherwise directed by the Project Manager.

4.6.4.2 If infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or ground-covers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed **before** replanting by any of the following methods:

- 4.6.4.2.1 Sterilize the soil, or
- 4.6.4.2.2 Allow weeds to reestablish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill.
- 4.6.4.2.3 After the kill, apply, immediately after replanting, a pre-emergent herbicide, such as Treflan or prior to replanting a ground cover fabric.
- 4.6.4.3 If it is determined by the City that the Contractor responsible for maintenance allows weed infestations to spread beyond the ability to control them, then the removal, treatment, and replacement of the planting bed shall be done as described above by the Contractor at no cost to the City. Soil which exhibits significant weed growth within one (1) month after planting, (20% ground coverage of the bed by weeds) shall be considered as previously weed-infested.

4.6.5 Litter Control

- 4.6.5.1 Contractor Generated Trash: The Contractor shall promptly remove all debris generated by his pruning, trimming, weeding, edging, and other work required in the specifications. Storm drains shall be kept clear and free of debris and mulch. Debris must be disposed of at an authorized site for commercial use. Neighborhood trash transfer stations or road side piles are not considered authorized sites. The Contractor shall clean driveways and paved areas with suitable equipment immediately after working in them. All cuttings are to be removed on same day as cut.
- 4.6.5.2 Litter Removal: Litter removal to be removed from all turf areas, landscape beds, walk ways and all hard surfaces at each regularly scheduled full service visit.
- 4.6.5.2 Litter Removal: In addition to the litter removal on regularly scheduled full service visits, the Contractor shall be responsible for litter removal from all parking lots **Six Days Per week; Tuesdays thru Sundays (T, W, Th, F, S, Su)**; every day EXCEPT Monday. These additional litter services are to be done in such a manner and with sufficient personnel so that the entire site is cleaned on or before **2:00 P.M. each** day.
- 4.6.5.3 Trash Receptacles
Trash receptacles in the parking lots and adjoining green space areas will be emptied of trash **Six Days Per week; Tuesdays thru Sundays (T, W, Th, F, S, Su)** every day EXCEPT Monday. in such a manner and with sufficient personnel so that the entire site is cleaned on or before **2:00 P.M.** each of those days. Trash receptacle lids shall be wiped clean with a wet cloth and cleaning solution one time per week. Trash receptacles will be pressure washed at 1200 psi inside and outside a minimum of once per month. A mild solution of soap and water may be applied with a soft cloth or sponge prior to pressure washing.

4.6.6 Fertilization and Soil Testing

The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type, and time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Contractor shall have the soil tested one time per year to determine required additives, and more often if necessary to diagnose problem areas. Apply Lime or Sulfur as required to adjust pH. The Contractor shall provide the City with annual fertilization schedules at the beginning of each contract year and shall inform the Project Manager at least three (3) days in advance before beginning any fertilization. Fertilization shall be done during the first two weeks of April, the first two weeks of July and the last two weeks of October.

4.6.6.1 Turf

4.6.6.1.1 St Augustine

St. Augustine turf areas that contain palms shall be fertilized three (3) times per year with "Palm Special Fertilizer" with the formulation of 8N-2P₂O₅-12K₂O +4Mg with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water soluble form, applied according to label rates.

For all other turf grass areas; the N< P< K ratios shall vary with the time of year of the application and results of the soil analysis.

The approximate N, P, K ratios should be:

- One (1) application of a 5:2:1 ratio with a post-emergent weed control;
- One (1) application of a 10:1:2 ratio with Insecticide, and one application being a blanket application of insecticide;
- One (1) application of a 3:1:3 ratio;
- One (1) application of a 5:2:1 ratio

4.6.6.2 Groundcover, & Shrubs

Shrub and groundcover areas that contain palms shall be fertilized three (3) times per year with "Palm Special Fertilizer" with the formulation of 8N-2P₂O₅-12K₂O +4Mg with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water soluble form, applied according to label rates. Applications to be made during the first two weeks of April, the first two weeks of July and the last two weeks of October.

The fertilizer for all planted shrubs and groundcovers shall **a complete, slow release fertilizer with minor elements**; with an N, P, K ratio of 3:1:2, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water soluble organic source.

All shrubs and groundcovers shall be fertilized by broadcasting by hand over the beds three (3) times per year. Applications to be made during the first two weeks

of April, the first two weeks of July and the last two weeks of October.

The Contractor shall establish a program that will fertilize all shrubs and groundcover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the City no less than one (1) month prior to application. Any plants damaged by over-fertilization or nutrient deficiencies shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the City in writing.

4.6.6.3 Fertilization Trees, & Palms

The fertilizer for all the planted trees shall meet proper horticultural standards with a complete fertilizer with a N, P, K ratio of 3:1:2 or 3:1:3 (e.g. 12-4-8 or 15-5-15, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water soluble organic source.

All Trees 5" caliper or under shall be fertilized three times yearly: February, June and October using a complete, slow release fertilizer with minor elements; applying 1 pound of Nitrogen per 1000 square feet of area of root zone (drip line plus 50%).

All palms shall be fertilized four (4) times per year; every three (3) months; during the first week of January, April, July and October applying "Palm Special Fertilizer" with the formulation of 8N-2P₂O₅-12K₂O +4Mg with micronutrients. 100% of the N, K, and Mg must be slow release with micronutrients in a water soluble form. The fertilizer shall be broadcast evenly under canopy area at a rate of 1.5 lbs of fertilizer (not N) per 100 sq. ft.

The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the City no less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, methods, and composition must be approved by the City in writing.

4.6.7 General Use of Chemicals

The Contractor shall submit a list of all chemical herbicides and pesticides proposed for use under this Contract for approval by the Project Manager, including MSDS sheets for each item. Materials included on this list shall be limited to chemicals approved by the State of Florida, the Department of Agriculture, and the Florida Department of Transportation, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of and be performed under the direction of a Certified Pest Control Operator. No chemical herbicide or pesticide shall be

applied until use is approved, in writing, by the Project Manager as appropriate for the purpose and area proposed.

4.6.8 Disease and Pest Control

To control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, and other pests and diseases, spray affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. Contractor shall be fully licensed to spray pesticide. Contractor shall use sound cultural practices that aid in preventing the presence or proliferation of insect and diseases. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. **Nematode samples** will be taken at least one (1) time each year and action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the City for their review as soon as it is received. **It shall be the contractor's obligation to perform regular monthly inspections of the palms and report to the City any site condition which may be detrimental to the health and vitality of the palms. Further, the Contractor is responsible to report the development of disease or other problems along with recommended solutions. These reports are to be written and should be received by the City no later than ten days after each inspection. It is required that the City be notified in advance of planned activities in order to allow them to witness and record the applications.**

4.6.8.1 All Royal Palms shall receive a root drench with Merit insecticide every January per label directions to control summer infestations of the Royal Palm bug.

4.6.8.1 Insect and disease activity, other than as prescribed above, will be treated on an "as- needed" basis upon inspection. Required service calls between scheduled maintenance will be at Contractor's expense.

4.6.9 Application of Herbicides and Insecticides

Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the City as to type location, and method of application.

4.6.9.1 The Contractor shall exercise extreme care so as not to over spray and effect areas not intended for treatment.

Areas adversely affected by such over spray shall be restored by the Contractor at his expense.

4.6.9.2 The Contractor shall advise the Project Manager within four (4) days after disease or insect infestation is found. He shall identify the disease or insect and recommend control measures to be taken, and, upon approval of the Project Manager, the Contractor shall supply and implement the

approved control measures, exercising extreme caution in application of all spray material, dusts or other materials utilized. Approved control measures shall be continued until the disease, or insect is controlled to the satisfaction of the Project Manager.

- 4.6.9.3 When a chemical is being applied, the person using it shall have in their possession all labeling associated with the chemical. Also, the chemical shall be applied as indicated on the said labeling. A specimen label and the Material Safety Data Sheet for each product shall be supplied to the City.
- 4.6.9.4 All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in his or her possession when insecticides are being applied. The implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the Contractor shall furnish documentation of such compliance.
- 4.6.9.5 The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant are strictly prohibited.
- 4.6.9.6 Spray or dust material on foliage only during calm days. Do not apply when leaves are wet, when rain is expected within 3-4 hours after spraying, or when temperatures exceed 88 degrees Fahrenheit. Spray at times when traffic is lightest (i.e., early mornings or weekends). Use a spreader-sticker to aid in adherence and absorption of the material. Wash material off of pavements and buildings immediately after applying.
- 4.6.9.7 The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure safety to the public and the employees of the Contractor.
- 4.6.9.8 Copies of Current Material Safety Data Sheets (MSDS) for all chemicals used for pest control under this Contract shall be provided to the Project Manager before the use of said chemicals.

4.6.10 Verticutting, Aeration and Topdressing

Verticutting, aeration and topdressing to provide proper air and water exchange for maximum growth potential and health of the turf grass will be performed as needed in the Spring and Fall. Topdressing shall be a mixture similar to the profile of the soil underlying the turf as determined by soil analysis.

Contractor should employ preventative methods to avoid thatch buildup. Should, a sizable thatch layer develop, the Contractor shall be responsible for its removal. Topdressing and burying thatch layer will not be accepted.

4.6.11 Turf Renovations

Turf renovations may be required if conditions warrant such a procedure and will be an extra charge. Conditions which warrant renovation include, areas thinned out or damaged turf resulting from natural burnout, traffic, and any area which has area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. Any irrigation damaged because of turf renovation will be repaired at Contractor's expense.

4.6.12 Irrigation System Maintenance and Watering

Contractor will be responsible for the operation and maintenance of the automatic/ manual irrigation systems and for setting and adjusting the timer to insure proper watering of all plant material in the landscape.

Contractor will be responsible under this agreement for the parts, labor and supervision to make irrigation repairs to the lateral line, risers and sprinkler heads up to one inch (1") in diameter as required to keep the system operating. Major repairs to main lines, valves, pumps and in-take piping shall be reimbursed by the City. **Reimbursable repair work shall require authorization by the City prior to commencement.**

Prior to commencement of the maintenance program, the Contractor shall have twenty-five (25) days from start of contract to inspect the irrigation system and report present damage or incorrect operation and coverage to the City. The Contractor will be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

The timers shall be checked once a week or more frequently as may be required. The Contractor will also, at least once a month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, filters and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer.

Grass shall be cut back around all irrigation heads and valve boxes at each service to keep them clearly visible and fully operational.

The irrigation shall be capable of providing 1" of water to all lawns and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. System shall be adjusted during the various seasons. All irrigation systems must be turned off when ever a severe storm warning (tropical Storm or Hurricane) is issued.

The Contractor shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the City's representative. Any form of damage to the irrigation system must be reported to the City's representative immediately upon discovery.

Irrigate as necessary during of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply proper amount of water to keep the plant material in optimum health. Under normal conditions; irrigate deep and infrequently (2 – 3 times weekly) to promote a good root system. Water early mornings within SFWMD watering restriction guidelines. Avoid watering in the evenings. Fines resulting from the violation of SFWMD and/or local government imposed watering restrictions shall be the sole

responsibility of the Contractor

Supplemental watering may be required as needed to compensate for wind drift, temperature extremes, inadequate irrigation coverage, establishment of new landscaping and/or applications of fertilizers and/or pesticides, etc. Supplemental watering may require a large portable water tank, impact sprinklers, and additional hose to be supplied by Contractor.

The Contractor is required to ensure adherence to all local watering restriction ordinances. It will be the responsibility of the Contractor to pay Fines levied due to lack of compliance.

A written irrigation schedule will be provided by the Contractor and any operation of irrigation outside the previously approved scheduled time must have the advance approval of the City.

Contractor shall be responsible for controlling the amount of water used for irrigation and any damage or costs that result from over-watering or insufficient watering shall be the responsibility of the Contractor.

4.6.13 Watering

During periods when the irrigation system is not operational, either due to breakdown of the system, or an extended electric power failure, it shall be the responsibility of the Contractor to provide adequate water to maintain the landscape.

4.6.13.1 Supply of water suitable for irrigation shall be the Client's responsibility. Distribution of the water to the plants shall be the responsibility of the Contractor. Contractor shall use hand watering, water trucks, portable pumps, etc. as required to distribute the water.

4.6.13.2 Apply water in quantities and at intervals necessary to maintain the plants in a healthy growing condition.

4.6.14 Irrigation System

Shall be constantly maintained and adjusted to insure that no water from the system hits the road or other hard surface.

4.6.15 Mulching Beds

4.6.15.1 Replenish mulch in shrub beds as required to cover areas of bare soil, especially at the edge of the bed and in places where the shrub canopy has not grown together to shade the soil. Add mulch around tree trunks in sod areas. Mulch shall be added as required to maintain **a constant three (3) inches thickness**. Do not pile against tree trunks and shrub stems.

4.6.15.2 Use Amerigrow Recycling shredded "round –wood" mulch "Pine Bark Brown" color. Grade "A" Cypress mulch, Melaleuca mulch or other mulches may be used as designated and approved by the City.

4.6.16 Sand Removal / Policing:

Cleaning of debris within the confines of the site by blowing, sweeping, or vacuuming or other means must be performed as required to keep paved, bricked or concrete surfaces clean and neat at all times. Debris shall not be directed in to the road way or storm drains.

4.6.17 Skinned Areas (NOT USED)

4.6.18 Frequency of Services

Frequencies for the sites and services described herein are based upon normal circumstances. Individual, several and/or all services to a site or sites may be added at an agreed upon price, or deleted due to natural disaster, excessive rain, disease, drought, fire, vandalism, accident, insufficient funds and/or any other reason at the sole discretion of the Owner.

30 Full Service Visits Annual Schedule: – Schedule 30 service visits annually according to the following: Schedule service for the second full week of January and February, the third full week of March; the second and fourth weeks of April and May (these biweekly visits should occur no closer than ten (10) and no further than seventeen (17) calendar days apart); weekly during the months of June, July August and September (these weekly visits should occur no closer than six (6) and no further than ten (10) calendar days apart); biweekly for the months of October and November and one visit the third week of December.

24 Full Service Visits Annual Schedule: - Schedule 24 service visits annually according to the following: Schedule service for the third week in March; the second week of April; the second and fourth weeks of May (these biweekly visits should occur no closer than ten (10) and no further than seventeen (17) calendar days apart); weekly for the months of June, July, August and September (these weekly visits should occur no closer than six (6) and no further than ten (10) calendar days apart); the third week of October; the fourth week of November and December.

12 Full Service Visits Annual Schedule:- Schedule 12 full service visits annually according to the following: Schedule service for the third week in April, May and June; the second and fourth week in July, August and September (these biweekly visits should occur no closer than ten (10) and no further than seventeen (17) calendar days apart).

See Calendars Pages 53-55.

4.7 PERFORMANCE CONTROL AND INSPECTIONS

4.7.1 Maintenance Quality

The quality objective of all services and materials provided by Contractors in accordance with conditions and specifications herein; is to maintain and service various listed sites, and to keep them in a healthy, growing, clean and attractive condition throughout the year.

4.7.2 **Maintenance Standards, Frequencies, Work Method**

All work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques. Frequencies set for certain repetitive maintenance functions and tasks in specifications are minimum frequencies, which must be increased, if necessary to achieve the Quality Objective.

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming etc. shall be completed before leaving the job site

Standard and frequencies may be modified from time to time by the City of Miami Beach Assistant Director of Parks as necessary to assure proper maintenance to achieve the Quality Objective.

All work shall be done in a thorough and workmanlike manner under competent Contractor supervision to the satisfaction of the City of Miami Beach Assistant Director of Parks.

The Contractor shall have the exclusive duty, right, and privilege to perform Grounds Maintenance and Services, as specified herein.

4.7.3 **Inspections**

4.7.3.1 The Contractor's Representative shall perform maintenance inspections daily during daylight hours of all sites assigned for the day. Inspections by City of Miami Beach Parks Personnel shall provide continuing inspection of the sites to insure adequacy of maintenance and that methods of performing the work are in compliance with these specifications. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor's Representatives in writing, directly by the City of Miami Beach Project Manager, and shall be corrected by the Contractor immediately.

4.7.3.2 The City of Miami Beach Project Manager and the Contractors Project Manager shall meet on the sites once a month, or more frequently at the discretion of the Project Manager, for a walk-through inspection. The meeting shall be at the convenience of the City of Miami Beach. All on-going maintenance functions shall be completed prior to this meeting.

4.7.4 **Deficiency/Cure Notices and Corrective/Termination Process:**

If the Project Manager determines that there is/are deficiency(s) by the contractor in the performance of the contract, the Project Manager will notify the Contractor and the Procurement Director of the deficiency(s) in writing. The Procurement Director will send a Cure Notice to the Contractor requesting that they provide in writing within seven (7) calendar days of notification, any/all actions proposed to be taken in order to correct/cure the identified deficiency(s).

If all parties (Project Manager, Contractor and Procurement Director) agree that actual damages/deficiencies would require more than seven (7) calendar days to correct/cure, a reasonable time frame, in writing, will be determined based on a "meeting of the minds" between the Project Manager and the Procurement

Director for the identified deficiency(s).

Should the Procurement Director issue two (2) Cure Notices for the same deficiency(s) or a total of three (3) Cure Notices within a twelve (12) month period, the City may exercise its right to proceed with the Termination of this contract.

SEE PAGE 10, SECTION 1.28 – TERMINATION FOR DEFAULT

4.7.5 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) calendar 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, 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 shall not be construed as a penalty, but as an adjustment of payment to Contractor for only the work actually performed, and accepted by the City, and the recovering of City costs from the failure of the Contractor to complete or comply with the provision of the Contract.

4.7.6 Quality Control - Performance Reports

Completion of Work: Within 24 hours of completing work the Contractor shall notify the Parks and Recreation Supervisor assigned to monitor the contract by fax or email of said completion

Inspection and Approval – Upon receiving notification from the Contractor, the City shall inspect the serviced location within 48 hours. If, upon inspection, the work specified has not been completed, the City shall contact the Contractor to indicate the necessary corrective measures. The Contractor will be given 48 hours from this notification to make appropriate corrections. If the work has been completed successfully then the City will pay for services billed.

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

4.8 SCHEDULING

4.8.1 Contractors shall accomplish normal landscape maintenance required under the Contract during daylight hours. The City Project Manager may permit night

scheduling on an individual function or task basis.

- 4.8.2 Contractor shall schedule and conduct the work at times and in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause annoyance to residents near the site or users of the site. During periods of peak rush hour traffic, the Contractor will not block or impede arterial or collector streets.
- 4.8.3 All work shall be scheduled and completed in a continuous manner, that is, other than a holiday or non-work day in order to maintain the site in a uniform manner.
- 4.8.4 Contractor shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.
- 4.8.5 Contractor shall recognize that during the course of the Contract, other activities and operations may be conducted by City work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. The Contractor may be required to modify or curtail certain operations without decreased compensation and shall promptly comply with any request by the Project Manager. In the event a Site or part of a Site becomes unavailable for servicing by the Contractor, the Project Manager may temporarily delete the Site or part of the Site and compensation to the Contractor will be decreased.
- 4.8.6 Contractor shall, during the hours and days of operation, respond to all emergencies by taking the appropriate/required action within two (2) hours.
See Section 3.5 – Disaster Response
- 4.8.7 Contractor shall have completed all Landscape Maintenance functions prior to the scheduled maintenance inspection.

4.9 ADDITIONAL WORK

The Project Manager may, at his discretion authorize the Contractor to perform additional work, including, but not limited to, mowing, trimming, weeding, edging, litter pickup, repairs and replacements (“**grounds maintenance service type work under normal circumstances**”) when the need for such work arises. The Project Manager will request quote(s) from the contractor which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Project Manager may request quotes from other contractors for the additional work.

Should additional work be required due to **extraordinary incidents/circumstances** such as vandalism, acts of God, and/or third party negligence, the City will pay the contractor based on the hourly labor rate specified on the Bid Proposal. **See Section 3.5 – Disaster Response.**

Prior to performing any additional work, the contractor shall prepare and submit a written description of the work with a cost estimate/price quote to the Project Manager. No work shall commence without the written authorization from the Project Manager.

Notwithstanding the above authorization, when 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/quote to the Project Manager for the required approval.

4.10 BID SUBMITTAL

In addition to the documentation and information requested herein, the Bidders shall submit the following information with their bid, or within five (5) calendar days upon request:

4.10.1 Company Profile

A profile describing the organization represented by the bidder must be furnished with the bid submittal. This will include:

- * Company history and present organization;
- * Name of Principal or Owner(s);
- * Name of Affiliates, Subsidiaries, etc.;
- * Years of company experience under present ownership;
- * The local office address and phone number from which account would be administered;
- * History of local office, including opening date;
- * Normal hours of operation of local office;
- * Name of person in charge of local office;
- * Number of maintenance personnel in the south Florida area normally available to emergency calls;
- * List of all services company is capable of providing.

4.10.2 Personnel

- * Provide an organizational chart of entire structure that is proposed to service account;
- * Provide resumes of key management personnel;
- * List job descriptions for all positions in the organization described in #1 above;
- * Include description of proposed uniforms;
- * Provide your overall employee policy and training program;
- * Provide outline of safety program.

4.10.3 Turf Maintenance

- * List proposed fertilizer type and rate for each turf type and other specific nutrient additives;
- * List proposed application schedule (annual basis);
- * Describe proposed mowing schedule and procedures;
- * Describe proposed preventative pest management program.

4.10.4 Tree and Palm Maintenance Program

- * Provide type(s) of fertilizer and rates proposed for general use, and other specific nutrient additives;
- * List proposed application schedule (annual basis);
- * Describe proposed pruning schedule and procedures;
- * Describe proposed preventative pest management program.

4.10.5 Shrub and Ground Cover Maintenance Program

- * Provide type(s) of fertilizer and rates proposed for general use, and other specific nutrient additives;
- * List proposed application schedule (annual basis)
- * Describe proposed pruning schedule and procedures;
- * Describe proposed preventative pest management program.

4.10.6 Irrigation Maintenance Program

- * Describe preventative maintenance program.

4.10.7 Equipment Specifications

- * List all tools, equipment (including manufacturer) and quantities of each type that be proposed to perform maintenance.

4.10.8 Bidder's Supplement

- * Copies of all applicable licenses, permits, etc. required perform the services;
- * List of clients with specialty turf types the bidder currently has, along with contact information;
- * Miscellaneous Information - this section of the proposal should include any additional information about the services or bidder that is not addressed elsewhere in the proposal.

4.10.9 Schedule of Values (**see page 60-61**).

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Thirty (30) Full Service Visits. Work to be performed during periods highlighted.
SERVICE CALENDAR FISCAL YEAR 2009/2010

October						
S	M	T	W	T	F	S
					1	2
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November						
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December						
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January						
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February						
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March						
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April						
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June						
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August						
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September						
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FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Twenty-four (24) Full Service Visits. Work to be performed during periods highlighted.
SERVICE CALENDAR FISCAL YEAR 2009/2010

October						
S	M	T	W	T	F	S
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November						
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December						
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January						
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February						
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March						
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April						
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June						
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July						
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August						
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September						
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FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Twelve (12) Full Service Visits. Work to be performed during periods highlighted.
SERVICE CALENDAR FISCAL YEAR 2009/2010

October						
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November						
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February						
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March						
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April						
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August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Bid Proposal Page 1 of 4

PAYMENT TERMS: NET 30. If other, specify here _____

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: _____

COMPANY NAME: _____

SIGNED: _____

(I certify that I am authorized to execute this proposal and commit the bidding firm)

Bidders to acknowledge receipt of Addenda (if stated in the Addenda issued). If any Addenda issued does not require the acknowledgment of receipt, bidders may insert date below. The City reserves the right to confirm whether bidders received any Addenda that was issued.

Amendment No. 1: _____
Insert Date

Amendment No. 2: _____
Insert Date

Amendment No. 3: _____
Insert Date

Amendment No. 4: _____
Insert Date

NAME/TITLE(Print): _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

TELEPHONE NO: _____

FACSIMILE NO: _____

FEDERAL I.D. #: _____

EMAIL: _____

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Bid Proposal Page 2 of 4

COMPANY NAME: _____

We propose to furnish all labor, tools, equipment, transportation, permits, licenses, services and incidentals necessary in order to provide Grounds Maintenance for the City of Miami Beach, in accordance with Bid Specifications, as follows:

Item #	Project Description	Cost per Full Service	# Services	Cost Per Year
1	GROUP "A" LEVEL 1	\$ _____	30	\$ _____
2	GROUP "A" LEVEL 2	\$ _____	24	\$ _____
3	GROUP "A" LEVEL 3	\$ _____	12	\$ _____
ANNUAL TOTAL GROUP A				\$ _____
4	GROUP "B" LEVEL 1	\$ _____	30	\$ _____
5	GROUP "B" LEVEL 2	\$ _____	24	\$ _____
6	GROUP "B" LEVEL 3	\$ _____	12	\$ _____
ANNUAL TOTAL GROUP B				\$ _____

ANNUAL GRAND TOTAL: \$ _____

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Bid Proposal Page 3 of 4

COMPANY NAME: _____

Not to Exceed (NTE) Hourly Labor Rates (for Work other than specified herein, at the direction of the City) SEE SECTION 4.9 – ADDITIONAL WORK			
Item #	Job Classification	NTE Hourly Rate	
7	Hourly rate per Contractor Representative	Regular time:	\$
		Overtime:	\$
8	Hourly rate per Laborer/Groundskeeper	Regular time:	\$
		Overtime:	\$
9	Hourly rate per Irrigation Technician	Regular time:	\$
		Overtime:	\$
10	Hourly rate per Large Equipment Operator	Regular time:	\$
		Overtime:	\$
11	Hourly rate per Supervisor/Foreman	Regular time:	\$
		Overtime:	\$
12	Hourly rate per Climber	Regular time:	\$
		Overtime:	\$
13	Hourly rate per Certified Arborist	Regular time:	\$
		Overtime:	\$
14	Hourly rate per Pest Control Technician	Regular time:	\$
		Overtime:	\$

NOTE: THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK.FROM OTHER CONTRACTORS.

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

Bid Proposal Page 4 of 4

COMPANY NAME: _____

Materials (for Materials not specified herein, to be installed at the direction of the City)		
Item #	Description	Unit Price Installed
15	St. Augustine Sod	\$ /pallet
16	Bahia Sod	\$ /pallet
17	Recycled round-wood Mulch Dark Brown Color	\$ /cubic yard
18	Seasonal Color 4.5"	\$ /each
19	Percentage above wholesale to provide and install 1 gal. to 45 gal. plant	\$ %
20	For all other materials not specified, Contractor shall furnish at Vendor's cost.	VENDOR COST

NOTE: AS IT RELATES TO ITEM #20 ABOVE, THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE COSTS TO INSTALL PLANT MATERIAL AND TREES UP TO 45 GALLON CONTAINERS FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

COMPANY NAME: _____

SCHEDULE OF VALUES			
Provide unit price/price per service for the services listed below. These prices will be utilized by the City should the addition/deletion of services be required.			
	SOUTH LOTS GROUP "A" LEVEL 1	SOUTH LOTS GROUP "A" LEVEL 2	SOUTH LOTS GROUP "A" LEVEL 3
	UNIT PRICE	UNIT PRICE	UNIT PRICE
Turf Mowing	\$	\$	\$
Grass Trimming and Edging	\$	\$	\$
Shrub Pruning	\$	\$	\$
Groundcover Pruning	\$	\$	\$
Tree and Palm Pruning	\$	\$	\$
Weed Control	\$	\$	\$
Litter Control	\$	\$	\$
Trash Receptacles Services	\$	\$	\$
Turf Fertilization	\$	\$	\$
Shrub and Groundcover Fertilization	\$	\$	\$
Tree and Palm Fertilization	\$	\$	\$

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

COMPANY NAME: _____

SCHEDULE OF VALUES			
Provide unit price/price per service for the services listed below. These prices will be utilized by the City should the addition/deletion of services be required.			
	NORTH LOTS GROUP "B" LEVEL 1	NORTH LOTS GROUP "B" LEVEL 2	NORTH LOTS GROUP "B" LEVEL 3
	UNIT PRICE	UNIT PRICE	UNIT PRICE
Turf Mowing	\$	\$	\$
Grass Trimming and Edging	\$	\$	\$
Shrub Pruning	\$	\$	\$
Groundcover Pruning	\$	\$	\$
Tree and Palm Pruning	\$	\$	\$
Weed Control	\$	\$	\$
Litter Control	\$	\$	\$
Trash Receptacles Services	\$	\$	\$
Turf Fertilization	\$	\$	\$
Shrub and Groundcover Fertilization	\$	\$	\$
Tree and Palm Fertilization	\$	\$	\$

GROUP "A" SOUTH LOTS – PROVIDE COST PER SERVICE FOR EACH SITE. These prices will be utilized by the City should the addition/deletion of sites be required.

Lot #	Location	Cost Per Full Service	LOS	Annual Total
PAL	11th Street / Jefferson Avenue	\$	30	\$
Penrod's	Biscayne Street / Ocean Drive	\$	24	\$
Mich. Ave.	15th Street / Michigan (Softball Lot)	\$	30	\$
So Pt	South Pointe Park - Restaurant	\$	30	\$
1A	1st Street / Ocean Drive	\$	24	\$
4AL	4th Street / Alton Road	\$	24	\$
4C	17th Street / West Avenue (Epicure)	\$	24	\$
4D	16th Street / West Avenue	\$	24	\$
4E	18th Street / Purdy Avenue (south)	\$	Litter/Trash only	\$
5C	18th Street / Conv. Center Drive	\$	30	\$
5M	777 17th Street (construction)	\$	30	\$
6B	21st Street / Collins Avenue (construction)	\$	30	\$
10A	Lincoln Lane N / Lenox Avenue (west)	\$	30	\$
10C	Lincoln Lane N / Meridian Avenue	\$	30	\$
10D	Lincoln Lane S / Jefferson (west)	\$	30	\$
10E	Lincoln Lane S / Jefferson (east)	\$	30	\$
10F	Lincoln Lane S / Euclid (west)	\$	30	\$
10G	Lincoln Lane S / Michigan (west)	\$	30	\$
10X	Lincoln Lane N / Lenox (east)	\$	30	\$
11X	11th Street / Collins Avenue (construction)	\$	Litter/Trash only	\$
12X	9th Street / Washington Avenue	\$	24	\$
13X	10th Street / Washington Avenue	\$	24	\$
16D	34th Street / Collins Avenue	\$	24	\$
16E	35th Street / Collins Avenue	\$	30	\$
	23 rd St. and Liberty E & W sides	\$	30	
	27th Street / Collins Avenue	\$	30	\$
Pref. Lot	19th Street / Conv. Center Drive	\$	30	\$
1G	7th Street / Collins Avenue (garage)	\$	24	\$
2A	12th Street / Drexel Avenue (garage)	\$	30	\$
2B	6th Street / Meridian Avenue	\$	24	\$
2G	17th Street / Meridian Court (garage)	\$	30	\$
5A	17th St. Washington Ave. include grass area along east side of lot (partial const)	\$	30	\$
5F	18th Street / Meridian Avenue	\$	24	\$
5H	19th Street / Meridian Avenue (Holocaust)	\$	24	\$
7C	6th Street / Collins Avenue	\$	24	\$
17A	13th Street / Collins Avenue (garage)	\$	30	\$
17B	13th Street Provisional Lot	\$	12	\$
17X	13th Street / Collins Avenue	\$	24	\$
	68 Washington Ave	\$	24	\$
10H	Behind Lincoln Rd Movie Theater	\$	24	\$
	1837 Bay Rd	\$	24	\$
ANNUAL TOTAL GROUP "A"				\$

Group "B" North Lots – Full Service Landscape Maintenance PROVIDE COST PER SERVICE FOR EACH SITE.

These prices will be utilized by the City should the addition/deletion of sites be required.

Lot #	Location	Cost Per Full Service	LOS	Annual Total
8A	42nd Street / Sheridan (garage)	\$	30	\$
8B	42nd Street / Royal Palm Avenue	\$	24	\$
8C	40th Street / Chase Avenue	\$	24	\$
8D	47th Street / Pine Tree Dr.	\$	24	\$
8E	41st Street / Alton Road	\$	30	\$
8F	42nd Street / Jefferson Avenue	\$	24	\$
8G	40th Street / Royal Palm Avenue	\$	24	\$
8H	40th Street / Prairie Avenue	\$	24	\$
9A	71st Street / Harding Avenue (west)	\$	24	\$
9B	72nd Street / Collins Avenue	\$	30	\$
9C	71st Street / Carlyle Avenue	\$	24	\$
9D	71st Street / Bonita Drive	\$	24	\$
9E	71st Street / Harding Avenue	\$	24	\$
9F	75th Street / Collins Avenue	\$	24	\$
18A	64th Street / Collins Avenue	\$	30	\$
18X	65th Street / Indian Creek (Rowing)	\$	30	\$
19B	53rd Street / Collins Avenue	\$	24	\$
19X	46th Street / Collins Avenue	\$	30	\$
25X	71st Street / Bonita Drive	\$	24	\$
26A	80th Street / Collins Avenue	\$	30	\$
26B	84th Street / Collins Avenue	\$	30	\$
26C	79th Street / Collins Avenue	\$	24	\$
26D	83rd Street / Collins Avenue	\$	24	\$
	71 & Byron	\$	24	\$
22X	72nd Street / Carlyle Avenue	\$	24	\$
23X	83rd Street / Abbott Avenue	\$	12	\$
24A	Normandy Drive / Bay Road (north)	\$	30	\$
24B	Normandy Drive / Vendome	\$	24	\$
24C	Normandy Drive / Bay Road (south)	\$	24	\$
	47 th St. at Miami Heart	\$	30	\$
	71st by Park Isle Apts	\$	24	\$
	Lake Pancoast Dr.	\$	24	\$
	87 th Terr & Collins - East side	\$	24	\$
	8040 Tatum way	\$	24	\$
ANNUAL GRAND TOTAL GROUP "B"				\$

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

BID CHECK LIST

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

X	Original and five (5) copies of bid (including all submittal information) General Conditions Section 1.1 Special Conditions Section 2.17
X	Execution of Bid General Conditions Section 1.2
X	Insurance and Indemnification (including Insurance Checklist) General Condition Section 1.58
X	Warranty Special Conditions Section 2.19
X	References Special Conditions Section 2.12 / Page 67
X	Bidder Qualifications Special Conditions Section 2.13
X	Exceptions to Specifications Special Conditions Section 2.16
X	Contractor's Questionnaire (pp 68-73)
X	Performance Evaluation Survey (pp 74-75)
X	Acknowledge of Addenda Page 56

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

COMPANY NAME: _____

MINIMUM REQUIREMENTS CHECK LIST

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

X	<p>Company Qualifications (p. 25)</p> <p>_____ Company shall have been in continuous service and incorporated in the State of Florida for a minimum of four (4) years.</p> <p>Company must be fully licensed with all required State and/or Local government licenses, and permits (irrigation, pest control, horticultural services, etc.).</p> <p>_____ Company must have a person on staff in a full time position with a Bachelor's Degree in horticulture, agronomy, or a related field on staff or be recognized as a Florida Certified Landscape Contractor through the Florida Nurseryman and Growers Association.</p> <p>_____ Company must have an I. S. A. Certified Arborist on staff.</p> <p>_____ Company must have a State Certified Pest Control Operator on staff.</p> <p>_____ Company must be a drug and alcohol free workplace.</p>
----------	--

<p>X</p>	<p>Personnel Requirements, Management</p> <ul style="list-style-type: none"> _____ Provide a minimum of one (1) full time graduate horticulturist or Florida Certified Landscape Contractor to manage all facets of the landscape and turf management for the contractor. _____ Managers must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated City of Miami Beach staff. _____ Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.
<p>X</p>	<p>Technical Services</p> <ul style="list-style-type: none"> _____ Provide an adequate number of personnel specifically trained, experienced and licensed in the following areas: turf maintenance, irrigation maintenance, tree maintenance, and horticultural pest control. _____ Provide a Certified Pesticide Operator through the State of Florida, Department of Health and Rehabilitative Services. _____ Provide an I.S.A. Certified Arborist, with a minimum of five (5) years experience with South Florida trees.

Please check all that apply and attach copies of certificates with your bid, sign below and include it in bid documentation.

Bidder

Signature of Bidder

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

CUSTOMER REFERENCE LISTING

Bidder's shall furnish the names, addresses, and telephone numbers of at least three (3) firms and a minimum of one (1) should be a government organization for which the Contractor is currently furnishing or has furnished, similar services. (See "2.12 References", page 23, and "Minimum Requirements, page 2).

1) Company Name _____
 Address _____
 Contact Person/Contract Amount _____
 Telephone No. _____ Fax No. _____

2) Company Name _____
 Address _____
 Contact Person/Contract Amount _____
 Telephone No. _____ Fax No. _____

3) Company Name _____
 Address _____
 Contact Person/Contract Amount _____
 Telephone No. _____ Fax No. _____

FOR PARKING LOTS GROUNDS MAINTENANCE CITYWIDE

ITB No. 57-08-09

QUESTIONNAIRE

Contractor 's Name:

Principal Office Address:

Official Representative:

**Individual
Partnership (Circle One)
Corporation**

If a Corporation, answer this:

When Incorporated:

In what State:

**If a Foreign Corporation:
Date of Registration with
Florida Secretary of State:**

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Questionnaire (continued)

Treasurer's Name:

Members of Board of Directors:

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

*** Designate general partners in a Limited Partnership**

1. Number of years of relevant experience in operating A/E business:

_____.

2. Have any agreements held by Contractor for a project ever been canceled?

Yes () No ()

If yes, give details on a separate sheet.

3. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

Questionnaire (continued)

4. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this bid and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%) (Strike out inappropriate words).

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the Contractor and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

Questionnaire (continued)

- 8. Public Disclosure.** In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Contractor and/or individuals and entities comprising or representing such Contractor, and in an attempt to ensure full and complete disclosure regarding this contract, all Contractors are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of proposals.

- 9. Are there any pending discussions relative to mergers, acquisitions, partnerships, or assignment of contract?**

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed contract, and such information is warranted by the Proposer to be true and accurate. The Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the City Manager. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, through the Miami Beach Police Department. By submitting this Questionnaire the Proposer agrees to cooperate with this investigation, including but not limited to, fingerprinting and providing information for a credit check.

PROPOSER

WITNESS:

Signature

Print Name

WITNESS:

Signature

Print Name

ATTEST:

Secretary

Print Name

(CORPORATE SEAL)

IF INDIVIDUAL:

Signature

Print Name

IF PARTNERSHIP:

Print Name of Firm

Address

By: _____
General Partner

Print Name

IF CORPORATION:

Print Name of Corporation

Address

By: _____
President

Print Name

CONTRACTOR'S QUESTIONNAIRE (CONTD.)

Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have _____ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

I HEREBY CERTIFY that the above answers are true and correct.

_____(SEAL)

_____(SEAL)



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4235

September 15, 2009

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation Survey for _____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on Firms and Contractors that provide professional services that compete for City contracts. The information will be used to assist the City of Miami Beach in the selection of a consulting firm to develop, update and provide the necessary data for this project.

The company listed in the subject line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Olga Serrano by **October 15, 2009** by fax: 786-394-4235; or e-mail olgaserrano@miamibeachfl.gov.

Thank you for your time and effort.

A handwritten signature in black ink, appearing to read "Gus Lopez".

Gus Lopez, CPPO
Procurement Director



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305.673.7490 Fax: 786-394-4235

PERFORMANCE EVALUATION SURVEY ITB 57-08/09

Company Name: _____

Point of Contact: _____

Phone and email: _____

Please evaluate the performance of the Contractor Firm and/or Project manager (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). **Please indicate by N/A if you don't know.**

NO	CRITERIA	UNIT	
1	Quality of Service provided	(1-10)	
2	Timeliness in providing contracted service	(1-10)	
3	Professionalism and ability to manage	(1-10)	
4	Technical Knowledge (Ability to detect, diagnose and remedy insect or disease problems, nutrient deficiencies or other problems in the landscape)	(1-10)	
5	Availability of Key personnel (communication)	(1-10)	
6	Responsiveness of company to emergency conditions (disaster response)	(1-10)	
7	Ability to follow the users rules, regulations, and requirements	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

**Thank you for your time and effort. Please return this form to 786-394-4235
Attn. Olga Serrano at: olgaserrano@miamibeachfl.gov**



CITY OF MIAMI BEACH
DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: Name of Company Contact Person:

Phone Number: Fax Number: E-mail:

Vendor Number (if known):

Federal ID or Social Security Number:

Approximate Number of Employees in the U.S.: (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

Union name(s):

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

- Checkboxes for protected classes: Race, Color, Creed, Religion, National origin, Ancestry, Age, Height, Sex, Sexual orientation, Gender identity (transgender status), Domestic partner status, Marital status, Disability, AIDS/HIV status, Weight.

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

Yes No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

_ Yes _ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees? _ Yes _ No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? _Yes_ _No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
City State

Signature	Mailing Address
Name of Signatory (please print)	City, State, Zip Code
Title	



CITY OF MIAMI BEACH
REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Definition of Terms

A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor;
and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

"Cash Equivalent" means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees' Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer's direct expense of providing Benefits to an employee for his or her spouse.

The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.



**CITY OF MIAMI BEACH
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. Open Enrollment

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

Date nondiscriminatory benefits will be available:

Reason for Delay:

Description of efforts being undertaken to end discrimination in benefits:

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

If requesting extension beyond three months, please explain basis:

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, **written proof** must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)
Company

Mailing Address of

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date



STEP 1: UNDERSTANDING THE LAW

What does the law require?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses.

Who is covered by this Ordinance?

Competitively bid City contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks. For more information, see Equal Benefits Ordinance Summary.

What benefits are covered?

The Ordinance applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes but is not limited to: sick leave, bereavement leave, family medical leave, and health benefits.

What is a Domestic Partner?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state and local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with the Equal Benefits Ordinance if it agrees to pay a cash equivalent. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Reasonable Measures Application.

What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with the Declaration, in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. For more information, see Rules of Procedure of the Substantial Compliance Form.

STEP 2: HOW TO COMPLETE THE DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM

Section 1 asks for information about your company. **If the company employs 50 or less employees in the U.S., skip to Section 4, date and sign.**

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of the any contracts you have with the City. This clause must include all of the categories listed in question 1A. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a nondiscrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a nondiscrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

NOTE: You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES".

Question 2B asks whether you company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits

NOTE: To comply, your answers to questions 2A and 2B should be the same. In very limited circumstances, you may comply without offering benefits equally. See Reasonable Measures Application Form.

Question 2C should be filled out ONLY if you have answered "YES" to question 2A and/or 2B. It asks you to indicate which benefits you offer to spouses (or employees because they are married), which benefits you offer to domestic partners (or employees because they are in a domestic partnership), and which benefits you do not offer. Please indicate only those benefits offered. If you offer benefits not already listed, write them in where it says "other". Remember, offering access to a benefit is still considered a benefit, even if your company does not pay for it.

Note: If you can't offer all benefit in a nondiscriminatory manner because of reasons outside your control, (e.g. there are no insurance providers willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments and have your application approved by the Procurement Division of the City of Miami Beach.

Step 3: ATTACH THE NECESSARY DOCUMENTATION

Section 3 states that you must submit documentation that verifies all benefits marked in your answer to Question 2C are offered in a nondiscriminatory manner. When possible, it is best if you submit this documentation along with your Declaration form. For policies that are unwritten, submit a letter to the Procurement Division indicating this. Use the list below as a guide for the type of documentation needed.

Medical Insurance A statement from your medical insurance provider that confirms spouses and domestic partners (as defined under this Ordinance) receive equal coverage in your medical plan. This may be in a letter from your insurance provider, or reflected in the eligibility section of your official insurance plan document. Similar documentation is needed for other types of insurance plans.

Retirement Plans (including 401k & pension plans)

The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

Bereavement Leave Your bereavement leave of funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows for time off due to the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave Your company's policy indicating that employees may take leave for the birth or adoption of a child, to care for a child who is ill, and/or to attend school appointments. If leave is available for step-children (the spouse's child) then leave also should be available for the child of a domestic partner.

Employee Assistance Program Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Discounts, Facilities & Events Your company's policy confirming that discounts, facilities (e.g. gym) and events (e.g. holiday party) are equally available to spouses and domestic partners of employees.

Credit Union Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits Documentation of any other benefits listed to indicate that they are offered equally.

For medical insurance companies providing domestic partner coverage in the State of Florida, refer to the [Domestic Partner Insurance Coverage Search](#) available online at: www.miamibeachfl.gov under Business, Procurement drop down list.

For any questions on the City of Miami Beach Equal Benefits Ordinance or how to complete the applicable forms, please contact:

Cristina Delvat, Contracts Compliance Specialist
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7496 / Fax: 786-394-4000/
cristinadelvat@miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.



LIVING WAGE INFORMATION GUIDE

UNDERSTANDING THE LAW

The Living Wage Ordinance, § 2-407 thru 2-410 of the Miami Beach City Code was adopted by the Mayor and Commission on April 18, 2001 and became effective April 28, 2001 with the intent to provide salary rates for full time employees equivalent to the poverty level plus 10%, and therefore, eliminate sub-poverty level wages.

What is the Living Wage Requirement?

All employers covered by the Living Wage Ordinance are required to pay employees performing covered services, no less than \$8.56 per hour with health benefits, or \$9.81 per hour without health benefits.

Living Wage requirements apply to:

City employees, contractors and subcontractors of City service contracts valued at over \$100,000 per year providing Covered Services:

- Food Preparation and/or Distribution
- Security Services
- Routine Maintenance Services such as custodial, cleaning, computers, refuse removal, repair, refinishing, and recycling
- Clerical or other non-supervisory office work, whether temporary or permanent
- Transportation and Parking Services
- Printing and Reproduction Services
- Landscaping, Lawn and/or Agricultural Services
- Park and Public Place Maintenance

EMPLOYER RESPONSIBILITIES

What are the employer's responsibilities to the employee?

- Pay the employee at least bi-weekly the applicable hourly Living Wage rate
- Pay wage rates in accordance with federal and all other applicable laws such as overtime.
- Pay the employee at least \$1.25 per hour towards health benefits for covered employees and their dependents
- Post the Living Wage rates in a prominent place or in employees' paychecks every six (6) months in English, Creole and Spanish
- Permit interview of employees without interference
- No retaliation or discrimination against an employee who files a complaint is permitted

What are the employer's responsibilities to the City?

- Maintain payroll for three (3) years
- File complete payroll records with the Procurement Contracts Compliance Specialist every six (6) months and allow inspection upon request
- Submit proof of provision of health benefits to qualify to pay the lower Living Wage rate during the initial eligibility period of ninety (90) days for new employees*
- Submit list of all subcontractors and payroll records for employees working on the contract
- Ensure subcontractors compliance with Living Wage Ordinance

EMPLOYEE RIGHTS AND ENFORCEMENT

What are the employee's rights?

An employee who believes that the Living Wage Ordinance applies and whose employer is not complying with the Ordinance has a right to file a complaint with the Procurement Director.

What are the City's complaint procedures and sanctions?

- The City will investigate the complaint within thirty (30) days and require corrective action from the employer when applicable.
- If a Service Contractor fails to comply with any notice of corrective action issued, the City Manager or City Manager's designee may issue an order to appear at an administrative hearing at a set time, not less than five (5) days after service.

Retaliation and Discrimination Barred:

A City service contractor or subcontractor shall not discharge, reduce compensation, or otherwise discriminate against any employee for making a complaint to the City or asserting his or her rights under the Living Wage Ordinance.

NOTE: *Amendment to the Living Wage Ordinance, Section 2-408(b) entitled "Health Benefits", adopted April 30, 2003.

Service Contractor to Cooperate:

The Service Contractor shall permit the City Contracts Compliance Specialist ("CCS") or representative to observe work being performed at, in or on the project site. Furthermore, the CCS or representative may conduct interviews with the covered employees performing work at, in or on the project site to determine compliance.

Violations of the Living Wage Ordinance

- Failure to post wages on site
- Underpayment of covered employees
- False or inaccurate payrolls
- Failure to submit payrolls
- Retaliation against employees
- Not allowing access to employees or payroll records

Penalties and Sanctions:

- Stop Payment (for any amount deemed to employee)
- Contract termination
- Damages payable to the City of Miami Beach in the sum of up to five hundred dollars (\$500) for each week per covered employee(s) found to have not been paid in accordance with the Code
- Ineligibility for future service contracts for three (3) years or until all penalties and restitution have been paid in full

NOTE: *Further complaint procedures and sanctions apply; please refer to Ordinance for a complete description*

GLOSSARY OF TERMS

"Covered Employee" relates to anyone employed by the City or any Service Contractor, as further defined in this Division, either full or part time, as an employee with or without benefits or as an independent contractor.

"Covered Employer" relates to the City and any and all Service Contractors, whether contracting directly or indirectly with the City, and subcontractors of a Service Contractor.

"Service Contractor" is any individual, business entity, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or similar business who is conducting business in Miami Beach, or Miami Dade County, and meets one (1) of the two (2) following criteria:

- Paid in whole or part from one or more of the City's general fund, capital project funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; OR
- Engaged in the business of, or part of, a contract to provide, a subcontract to provide, or similarly situated to provide services, either directly or indirectly for the benefits of the City. However, this does not apply to contracts related primarily to the sale of products or goods.

For more information on the Living Wage or a copy of the Ordinance, refer to the City of Miami Beach website: <http://web.miamibeachfl.gov/procurement/>

For any questions on the City of Miami Beach Living Wage Ordinance or how to complete the Living Wage Certification form, please contact:

Cristina Diaz, *Contracts Compliance Specialist*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7496 / Fax: 786-394-4000/
cristinadiaz@miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.



LIVING WAGE CERTIFICATION

Pursuant to Section 2-408(a)(1) of the Miami Beach City Code, all Service Contractors (as said term is defined in the City’s Living Wages Ordinance, as codified in Sections 2-407 through 2-410 of the City Code), entering into a contract with the City of Miami Beach shall pay to all its employees who provide services covered by the Living Wage Ordinance (Covered Services), a living wage of no less than \$8.56 an hour with health benefits, or a living wage of not less than \$9.81 an hour without health benefits.

If I am selected as the successful Proposer, I further understand and agree and acknowledge that failure to comply with the Living Wage Ordinance requirements shall constitute a material breach of the contract by which the City may immediately terminate same.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
City State

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title