

**RESOLUTION NO. 04-52**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENTS WITH MELROSE NURSERY, INC., AND VILA AND SONS NURSERY CORPORATION TO PROVIDE TREE PLANTING SERVICES IN THE PUBLIC RIGHT-OF-WAYS WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ISSUE PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000 TO EACH FIRM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is responsible for the maintenance of certain medians, swales, and rights-of-way, and requires a contractor to install and relocate trees throughout the village on an as needed basis; and,

WHEREAS, Miami-Dade County has contracted with Melrose Nursery, Inc. and Vila and Sons Nursery Corporation for the installation of trees and palms subsequent to their response to Bid (Bid #5066-2/03-2); and,

WHEREAS, pursuant to the village's purchasing procedures, the village may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures; and,

WHEREAS, the village would like to "piggy back" the contracts between Melrose Nursery, Inc. and Miami-Dade County, Vila and Sons Nursery Corporation and Miami-Dade; and,

WHEREAS, Melrose Nursery, Inc. and Vila and Sons Nursery Corporation have agreed to provide the necessary services and resources to the village using the same pricing, terms and conditions as set forth in the contract agreement with Miami-Dade County for the contract period dated November 01, 2003 through October 31, 2004.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Miami-Dade County selected Melrose Nursery, Inc. and Vila and Sons Nursery Corporation to install new trees and relocate existing trees. A copy of the vendor award sheet for Bid #5066-2/03-2, vendor invitation to bid documents under Bid #5066-2/03-2, including performance bond requirements, insurance requirements, and all general and special conditions, and are attached as composite App. 1.

Section 2. The Village Manager is authorized to "piggy back" on the county bid award to Melrose Nursery, Inc. and Vila and Sons Nursery Corporation, and is authorized to execute a purchase order in an amount not to exceed \$100,000 for the installation of trees and the relocation of existing trees with the approved vendor under the terms and conditions as proposed in the county's invitation to bid, Bid #5066-2/03-2, which vendor shall be required to comply with all performance bond requirements, insurance requirements, and other general and special conditions as identified in the invitation to bid documents.

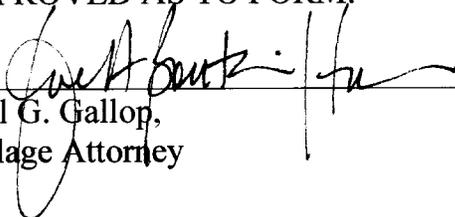
Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 14<sup>th</sup> day of June, 2004.

Attest:   
Meighan Pier  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

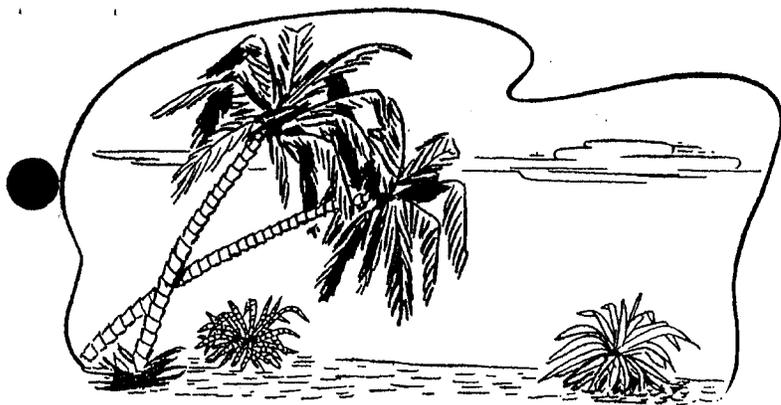
APPROVED AS TO FORM:

  
Earl G. Gallop,  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>Yes</u>
Council Member Paul Neidhart	<u>Yes</u>
Council Member John Breder	<u>Yes</u>
Vice-Mayor Linda Robinson	<u>Yes</u>
Mayor Eugene P. Flinn, Jr.	<u>No</u>

# COMPOSITE APPENDIX 1



*Our Equipment Is Designed to Meet Any Problem*

John C. Fritz

# Melrose

NURSERY, INC.  
Est. 1925

## *Landscaping Services*

DESIGNS • LAWNS • HEDGES • TREES  
26100 S.W. 112th Avenue • Homestead, Florida 33032  
Phone: (305) 258-3411 • Fax: (305) 258-1381

May 17, 2004

Village of Palmetto Bay  
8950 SW 152<sup>nd</sup> St.  
Palmetto Bay, FL 33157

Attn: Mr. Danny Casals

Dear Mr. Casals:

The following confirms our discussion and meeting of May 13, 2004 regarding installation of trees and palms, and relocating trees and palms for the Village of Palmetto Bay.

As we discussed, we will honor all current prices, terms and conditions for installation of new trees and palms, and relocating existing trees and palms with our contract for Miami-Dade County, Florida, Bid # 5066/2/03/2.

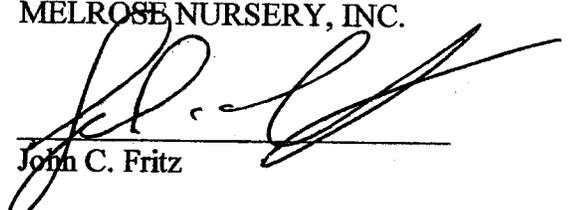
All current pricing in above contract with our company and Miami-Dade County will be honored for the Village of Palmetto Bay through the duration of the current contract.

If we can answer any questions regarding our contract with Miami-Dade County, please contact our office.

Thanking you for this inquiry and hoping to be of future service, we remain

Very truly yours,

MELROSE NURSERY, INC.

  
John C. Fritz





**VILA & SON**

May 18, 2004

Danny Casals, Lead Maintenance Supervisor  
Village of Palmetto Bay  
8950 SW 152 Street  
Palmetto Bay, FL 33157  
Phone: 305-259-1234

RE: Unit Prices

Dear Mr. Casals;

In response to your recent inquiry regarding our unit prices, please be advised that we will extend to the Village of Palmetto Bay the same unit prices as those from Miami Dade County-R.A.A.M. Division. The prices will be valid through November 01, 2004. At which time, we will renegotiate our prices with Miami Dade County.

If you have any questions or require further assistance, please don't hesitate to contact our office. Thanking you in advance and we look forward to a great working relationship.

Sincerely,

William Quintero  
General Manager

WQ/lm

VILA & SON FERTILIZERS CORPORATION  
13911 SW 152nd Avenue • Miami, FL 33176  
(305) 259-0050 • FAX (305) 259-1234



**CONTRACT AWARD SHEET  
DEPARTMENT OF PROCUREMENT  
MANAGEMENT  
BIDS AND CONTRACTS DIVISION**

**BID NO.: 5066-2/03-2  
MULTI-VENDOR BPO: ABCW0400070**

**Previous Bid No.: 5066-2/03-1**

**TITLE: TREES AND PALMS**

**COMMODITY CODE NO.: 595-75      OTR YEARS: 2      LIVING WAGES APPLIES: YES**

**CONTRACT PERIOD: 11/1/03 through 10/31/04**

**AWARD BASED ON MEASURES: NO**

**SR.PROCUREMENT AGENT: Jose A. Sanchez, CPPB  
PHONE: 305-375-4265**

- |  |  |
|--|--|
| <input type="checkbox"/> Set Aside                       | <input type="checkbox"/> Bid Preference  |
| <input type="checkbox"/> Goal                            | <input type="checkbox"/> BBE <input type="checkbox"/> HBE <input type="checkbox"/> WBE Owned Firms |
| <input type="checkbox"/> Local Preference                | <input type="checkbox"/> CSBE Level  |
| <input type="checkbox"/> Prevailing Wages (Reso. 90-143) |  |
| <input type="checkbox"/> Living Wage                     |  |

**PART #1: VENDOR AWARDED**

<b>F.E.I.N.:</b>	590356195
<b>VENDOR:</b>	Melrose Nursery, Inc.
<b>STREET:</b>	26100 S.W. 112 <sup>th</sup> . Avenue
<b>CITY/STATE/ZIP:</b>	Homestead, Florida 33032
<b>F.O.B. TERMS:</b>	Destination
<b>PAYMENT TERMS:</b>	Net 30 Days
<b>DELIVERY:</b>	As required
<b>TOLL FREE PHONE #</b>	N/A
<b>PHONE:</b>	305/258-3411
<b>FAX:</b>	305/258-1381
<b>E-MAIL:</b>	<u>melrosenu@aol.com</u>
<b>CONTACT PERSON:</b>	Jack Fritz

**Note: We will add Vila & Sons, once they comply with performance bond requirements**

**PART #2: ITEMS AWARDED****GROUP I: TREES & PALMS: FURNISH AND DELIVER**

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price Primary</u>	<u>Unit Price Secondary</u>
<b>Bucida buceras - 'Shady Lady' Black Olive</b>				
1.	10'-12'	25	Vila \$149.35	N/B
2.	12'-14'	25	Vila \$178.75	N/B
<b>Bursers simaruba, Gumbo Limbo</b>				
3.	10'-12'	500	Melrose \$77.86	Vila \$78.85
4.	12'-14'	300	Vila \$99.85	N/B
5.	14'-16'	100	Vila \$147.25	
<b>Calophyllum brasiliense, Brazil Beautyleaf</b>				
6.	08'-10'	50	Vila \$78.85	Melrose \$79.96
7.	10'-12'	50	Vila \$112.55	N/A
<b>Cassia fistula, Golden Shower</b>				
8.	10'-12'	100	Vila \$119.85	N/A
<b>Cassia javanica, Apple Blossom Shower</b>				
9.	08'-10'	25	Vila \$224.05	N/B
10.	10'-12'	25	Vila \$224.05	N/B
<b>Cassia surattensis, Glaucus Cassia</b>				
11.	06'-08'	100	Vila \$59.85	Melrose \$77.86
12.	08'-10'	100	Vila \$97.00	N/B
<b>Chrysophyllum oliviforme, Satin Leaf</b>				
13.	08'-10'	50	Melrose \$79.96	Vila \$85.75
14.	10'-12'	50	Vila \$99.85	Melrose \$101.01
<b>Clusia rosea, Pitch Apple</b>				
15.	08'-10'	50	Melrose \$103.11	Vila \$143.05
<b>Coccoloba diversifolia, Pigeon Plum</b>				
16.	08'-10'	100	Vila \$86.20	N/B
17.	10'-12'	100	Vila \$105.20	N/B
18.	12'-14'	100	Vila \$214.55	N/B
<b>Conocarpus erectus, Green Buttonwood (Tree Type)</b>				
19.	08'-10'	100	Vila \$66.20	N/B
20.	10'-12'	100	Vila \$78.85	N/B
<b>Conocarpus erectus, Green Buttonwood (Bush Type)</b>				
21.	06'-08'	100	Vila \$46.20	N/B
22.	08'-10'	100	Vila \$78.85	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
Conocarpus erectus var. Sericeus, Silver Buttonwood (Tree Type)				
23.	08' - 10'	50	Vila \$72.50	N/B
24.	10' - 12'	50	Vila \$86.20	N/B
Conocarpus erectus var. Sericeus, Silver Buttonwood (Bush Type)				
25.	06' - 08'	50	Vila \$46.20	N/B
26.	08' - 10'	50	Vila \$86.20	N/B
Cordia boissieri, White Geiger				
27.	06' - 08'	25	Vila \$134.60	N/B
Cordia sebestena, Orange Geiger				
28.	08' - 10'	100	Vila \$98.80	N/B
29.	10' - 12'	100	Vila \$112.50	N/B
Delonix regia, Royal Poinciana				
30.	12' - 14'	50	Vila \$110.40	N/B
31.	14' - 16'	50	Vila \$167.25	N/B
Eugenia foetida, Spanish Stopper				
32.	06' - 08'	25	Vila \$96.70	N/B
Ficus aurea Strangler Fig				
33.	10' - 12'	50	Vila \$186.15	N/B
Filicium decipiens, Japanese Fern Tree				
34.	10' - 12'	25	Vila \$149.30	N/B
Guaiacum sanctum, Lignum-vitae				
35.	06' - 08'	25	Vila \$522.90	N/B
36.	08' - 10'	25	Vila \$672.30	N/B
Ilex cassine, Dahoon Holly				
37.	08' - 10'	100	Vila \$86.20	N/B
38.	10' - 12'	100	Vila \$98.80	N/B
39.	12' - 14'	100	Vila \$178.80	N/B
Jacaranda acutifolia, Jacaranda				
40.	08' - 10'	100	Vila \$86.20	N/B
41.	10' - 12'	100	Vila \$112.50	N/B
42.	12' - 14'	50	Vila \$178.80	N/B
Krugiodendron ferreum, Black Ironwood				
43.	08'-10'	25	Vila \$149.30	N/B
Lagerstroemia speciosa, Queen's Crape Myrtle				
44.	10'-12'	50	Vila \$187.20	N/B
Lagerstroemia indica, Crape Myrtle				
45.	08' - 10'	50	Vila \$119.85	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
	<i>Ligustrum lucidum</i> , Glossy Privet			
46.	08' - 10'	100	Melrose \$103.11	Vila \$298.70
47.	10' - 12'	100	Vila \$672.30	N/B
	<i>Lysiloma latisiliqua</i> , Wild Tamarind			
48.	08' - 10'	50	Vila \$119.85	N/B
49.	10' - 12'	50	Vila \$149.30	N/B
	<i>Lysiloma sabicu</i> , Sabicu			
50.	08' - 10'	75	Vila \$119.85	N/B
51.	10' - 12'	75	Vila \$149.30	N/B
	<i>Mastichodendron foetidissimum</i> , Mastic			
52.	08' - 10'	25	Vila \$119.85	N/B
	<i>Myrcianthes fragrans</i> , Simpson Stopper			
53.	06' - 08'	25	Vila \$112.50	N/B
	<i>Myrica cerifera</i> , Wax Myrtle			
54.	06' - 08'	25	Vila \$46.20	N/B
55.	08' - 10'	25	Vila \$86.20	N/B
	<i>Myrsine guianensis</i> , Myrsine			
56.	06' - 08'	25	Vila \$89.35	N/B
	<i>Noronhia emarginata</i> , Madagascar Olive			
57.	08' - 10'	25	Vila \$119.85	N/B
	<i>Peltophorum pterocarpum</i> , Yellow Poinciana			
58.	10' - 12'	100	Vila \$99.90	N/B
59.	12' - 14'	100	Vila \$143.05	N/B
	<i>Piscida piscipula</i> , Jamaican Dogwood			
60.	08' - 10'	25	Vila \$119.85	N/B
	<i>Psidium littorale</i> , Cattley Guava			
61.	08' - 10'	25	Vila \$84.10	N/B
62.	10' - 12'	25	Vila \$105.15	N/B
	<i>Quercus virginiana</i> , Live Oak			
63.	10' - 12'	1000	Vila \$98.80	Melrose \$124.16
64.	12' - 14'	750	Vila \$165.10	N/B
65.	14' - 16'	750	Vila \$264.00	N/B
66.	16' - 18'	100	Vila \$726.00	N/B
67.	18' - 20'	100	Vila \$924.85	N/B
	<i>Spathodea campanulata</i> , African Tulip Tree			
68.	10' - 12'	25	Vila \$78.85	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<i>Swietenia mahagoni</i> , Mahogany				
69.	10' - 12'	500	Vila \$78.85	Melrose \$122.05
70.	12' - 14'	500	Vila \$143.10	N/B
71.	14' - 16'	500	Vila \$217.75	N/B
<i>Tabebuia heterophylla</i> , Pink Trumpet Tree				
72.	08' - 10'	200	Vila \$78.85	Melrose \$79.96
73.	10' - 12'	200	Vila \$92.50	Melrose \$98.90
74.	12' - 14'	200	Vila \$158.80	N/B
<i>Tabebuia caraiba</i> , Yellow Trumpet Tree				
75.	08' - 10'	100	Vila \$78.85	Melrose \$79.96
76.	10' - 12'	100	Vila \$92.50	Melrose \$98.90
77.	12' - 14'	100	Melrose \$117.85	Vila \$127.25
<i>Tamarindus indica</i> , Tamarind				
78.	10' - 12'	75	Vila \$149.30	N/B
79.	12' - 14'	75	Vila \$178.75	N/B
<i>Acoelorrhaphe wrightii</i> , Paurotis palm				
80.	12' - 14'	50	Vila \$178.75	N/B
81.	16' - 18'	50	Vila \$238.85	N/B
<i>Bismarckia nobilis</i> , Bismarck Palm				
82.	08' - 10'	50	Vila \$477.65	N/B
<i>Chamaerops humilis</i> , European Fan Palm				
83.	06' - 08'	25	Vila \$224.00	N/B
<i>Cocos nucifera</i> , Green Malayan Coconut, (Certified Seed Required)				
84.	16' - 18'	200	Melrose \$187.29	Vila \$224.00
<i>Cocos nucifera</i> , Maypan Coconut, (Certified Seed Required)				
85.	12' - 14'	200	Melrose \$172.56	Vila \$178.75
86.	16' - 18'	200	Melrose \$225.18	Vila \$238.00
<i>Dypsis lutescens</i> , Areca Palm;				
87.	14' - 16'	25	Vila \$188.25	N/B
<i>Latania lontaroides</i> , Red Latan				
88.	08' - 10'	25	Vila \$448.10	N/B
<i>Livistona chinensis</i> , Chinese Fan Palm				
89.	10' - 12' (single)	100	Vila \$149.30	N/B
<i>Phoenix canariensis</i> , Canary Island Date Palm				
90.	10' - 12'	50	Melrose \$235.70	Vila \$373.75
<i>Ptychosperma elegans</i> , Solitaire Palm				
91.	10' - 12'	100	Melrose \$92.59	Vila \$119.85

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price Primary</u>	<u>Unit Price Secondary</u>
	Roystonea elata, Royal Palm			
92.	16' - 18'	200	Vila \$477.65	N/B
93.	18' - 20'	200	Vila \$597.55	N/B
94.	22' - 24'	200	Vila \$836.40	N/B
	Sabal palmetto, Sabal Palm			
95.	14' - 28'	300	Vila \$74.65	Melrose \$99.96
	Thrinax radiata, Thatch Palm			
96.	06' - 08'	25	Vila \$179.85	N/B
	Veitchia montgomeriana, Montgomery Palm			
97.	10' - 12'	25	Melrose \$92.59	Vila \$149.30
	Wodyetia bifurcata, Foxtail Palm			
98.	10' - 12'	100	Vila \$224.00	N/B
99.	12' - 14'	100	Vila \$268.25	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

**GROUP II: TREES AND PALMS: FURNISH, DELIVER & INSTALL**

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<b>Bucida buceras 'Shady Lady', Black Olive</b>				
1.	10' - 12'	25	Vila \$205.10	N/B
2.	12' - 14'	25	Vila \$243.00	N/B
<b>Bursers simaruba, Gumbo Limbo</b>				
3.	10' - 12'	500	Melrose \$130.47	Vila \$139.10
4.	12' - 14'	300	Vila \$169.35	N/B
5.	14' - 16'	100	Vila \$216.70	N/B
<b>Calophyllum brasiliense, Brazil Beautyleaf</b>				
6.	08' - 10'	50	Vila \$134.65	Melrose \$141.00
7.	10' - 12'	50	Vila \$164.00	N/B
<b>Cassia fistula, Golden Shower</b>				
8.	10' - 12'	100	Vila \$172.45	N/B
<b>Cassia javanica, Apple Blossom Shower</b>				
9.	08' - 10'	25	Vila \$282.85	N/B
10.	10' - 12'	25	Vila \$286.15	N/B
<b>Cassia surattensis, Glaucus Cassia</b>				
11.	06' - 08'	100	Vila \$99.85	Melrose \$124.16
12.	08' - 10'	100	Vila \$144.10	N/B
<b>Chrysophyllum oliviforme, Satin Leaf</b>				
13.	08' - 10'	50	Melrose \$124.16	Vila \$144.10
14.	10' - 12'	50	Vila \$164.05	Melrose \$166.25
<b>Clusia rosea, Pitch Apple</b>				
15.	08' - 10'	50	Melrose \$166.25	Vila \$197.70
<b>Coccoloba diversifolia, Pigeon Plum</b>				
16.	08' - 10'	100	Vila \$144.10	N/B
17.	10' - 12'	200	Vila \$172.45	N/B
18.	12' - 14'	100	Vila \$281.90	N/B
<b>Conocarpus erectus, Green Buttonwood (Tree Type)</b>				
19.	08' - 10'	100	Vila \$119.85	N/B
20.	10' - 12'	100	Vila \$139.85	N/B
<b>Conocarpus erectus, Green Buttonwood (Bush Type)</b>				
21.	06' - 08'	100	Vila \$78.85	N/B
22.	08' - 10'	100	Vila \$123.00	N/B
<b>Conocarpus erectus var. Sericeus, Silver Buttonwood (Tree Type)</b>				
23.	08' - 10'	50	Vila \$127.25	N/B
24.	10' - 12'	50	Vila \$147.20	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
Conocarpus erectus var. Sericeus, Silver Buttonwood (Bush Type)				
25.	06' - 08'	50	Vila \$78.85	N/B
26.	08' - 10'	50	Vila \$131.45	N/B
Cordia boissieri, White Geiger				
27.	06' - 08'	25	Vila \$180.90	N/B
Cordia sebestena, Orange Geiger				
28.	08' - 10'	100	Vila \$158.85	N/B
29.	10' - 12'	100	Vila \$178.85	N/B
Delonix regia, Royal Poinciana				
30.	12' - 14'	50	Vila \$184.05	N/B
31.	14' - 16'	50	Vila \$239.80	N/B
Eugenia foetida, Spanish Stopper				
32.	06' - 08'	25	Vila \$139.75	N/B
Ficus aurea Strangler Fig				
33.	10' - 12'	50	Vila \$245.10	N/B
Filicium decipiens, Japanese Fern Tree				
34.	10' - 12'	25	Vila \$205.10	N/B
Guaiacum sanctum, Lignum-vitae				
35.	06' - 08'	25	Vila \$605.00	N/B
36.	08' - 10'	25	Vila \$772.30	N/B
Ilex cassine, Dahoon Holly				
37.	08' - 10'	100	Vila \$144.10	N/B
38.	10' - 12'	100	Vila \$164.05	N/B
39.	12' - 14'	100	Vila \$243.00	N/B
Jacaranda acutifolia, Jacaranda				
40.	08' - 10'	100	Vila \$144.10	N/B
41.	10' - 12'	100	Vila \$179.85	N/B
42.	12' - 14'	50	Vila \$243.00	N/B
Krugiodendron ferreum, Black Ironwood				
43.	08' - 10'	25	Vila \$200.90	N/B
Lagerstroemia speciosa, Queen's Crape Myrtle				
44.	10' - 12'	50	Vila \$251.40	N/B
Lagerstroemia indica, Crape Myrtle				
45.	08' - 10'	50	Vila \$168.25	N/B
Ligustrum lucidum, Glossy Privet				
46.	08' - 10'	100	Melrose \$164.14	Vila \$364.00
47.	10' - 12'	100	Vila \$775.45	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
	<i>Lysiloma latisiliqua</i> , Wild Tamarind			
48.	08' - 10'	50	Vila \$168.30	N/B
49.	10' - 12'	50	Vila \$205.10	N/B
	<i>Lysiloma sabicu</i> , Sabicu			
50.	08' - 10'	75	Vila \$168.30	N/B
51.	10' - 12'	75	Vila \$205.10	N/B
	<i>Mastichodendron foetidissimum</i> , Mastic			
52.	08' - 10'	25	Vila \$168.30	N/B
	<i>Myrcianthes fragrans</i> , Simpson Stopper			
53.	06' - 08'	25	Vila \$156.70	N/B
	<i>Myrica cerifera</i> , Wax Myrtle			
54.	06' - 08'	25	Vila \$90.50	N/B
55.	08' - 10'	25	Vila \$144.10	N/B
	<i>Myrsine guianensis</i> , Myrsine			
56.	06' - 08'	25	Vila \$131.45	N/B
	<i>Noronhia emarginata</i> , Madagascar Olive			
57.	08' - 10'	25	Vila \$168.30	N/B
	<i>Peltophorum pterocarpum</i> , Yellow Poinciana			
58.	10' - 12'	100	Vila \$164.05	N/B
59.	12' - 14'	100	Vila \$204.05	N/B
	<i>Piscida piscipula</i> , Jamaican Dogwood			
60.	08' - 10'	25	Vila \$168.30	N/B
	<i>Psidium littorale</i> , Cattley Guava			
61.	08' - 10'	25	Vila \$142.00	N/B
62.	10' - 12'	25	Vila \$172.45	N/B
	<i>Quercus virginiana</i> , Live Oak			
63.	10' - 12'	1000	Vila \$164.05	Melrose \$206.24
64.	12' - 14'	750	Vila \$251.40	N/B
65.	14' - 16'	750	Vila \$382.90	N/B
66.	16' - 18'	100	Vila \$961.70	N/B
67.	18' - 20'	100	Vila \$1,217.20	N/B
	<i>Spathodea campanulata</i> , African Tulip Tree			
68.	10' - 12'	25	Vila \$139.85	N/B
	<i>Swietenia mahagoni</i> , Mahogany			
69.	10' - 12'	500	Vila \$139.85	Melrose \$206.24
70.	12' - 14'	500	Vila \$223.00	N/B
71.	14' - 16'	500	Vila \$326.15	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<i>Tabebuia heterophylla</i> , Pink Trumpet Tree				
72.	08' - 10'	200	Melrose \$130.47	Vila \$135.65
73.	10' - 12'	200	Vila \$155.65	Melrose \$162.04
74.	12' - 14'	200	Vila \$243.00	N/B
<i>Tabebuia caraiba</i> , Yellow Trumpet Tree				
75.	08' - 10'	100	Melrose \$130.47	Vila \$135.65
76.	10' - 12'	100	Vila \$155.65	Melrose \$162.04
77.	12' - 14'	100	Melrose \$202.03	Vila \$204.00
<i>Tamarindus indica</i> , Tamarind				
78.	10' - 12'	75	Vila \$204.00	N/B
79.	12' - 14'	75	Vila \$243.00	N/B
<i>Acoelorrhaphe wrightii</i> , Paurotis palm				
80.	12' - 14'	50	Vila \$243.00	N/B
81.	16' - 18'	50	Vila \$325.05	N/B
<i>Bismarckia nobilis</i> , Bismarck Palm				
82.	08' - 10'	50	Vila \$548.15	N/B
<i>Chamaerops humilis</i> , European Fan Palm				
83.	06' - 08'	25	Vila \$267.15	N/B
<i>Cocos nucifera</i> , Green Malayan Coconut, (Certified Seed Required)				
84.	16' - 18'	200	Melrose \$311.46	Vila \$328.25
<i>Cocos nucifera</i> , Maypan Coconut, (Certified Seed Required)				
85.	12' - 14'	200	Vila \$263.00	Melrose \$277.79
86.	16' - 18'	200	Melrose \$340.73	Vila \$345.00
<i>Dyopsis lutescens</i> , Areca Palm				
87.	14' - 16'	25	Vila \$280.85	N/B
<i>Latania lontaroides</i> , Red Latan				
88.	08' - 10'	25	Vila \$547.10	N/B
<i>Livistona chinensis</i> , Chinese Fan Palm				
89.	10' - 12' (single)	100	Vila \$224.00	N/B
<i>Phoenix canariensis</i> , Canary Island Date Palm				
90.	10' - 12'	50	Melrose \$361.97	Vila \$437.65
<i>Ptychosperma elegans</i> , Solitaire Palm				
91.	10' - 12'	100	Melrose \$155.72	Vila \$191.40
<i>Roystonea elata</i> , Royal Palm				
92.	16' - 18'	200	Vila \$598.65	N/B
93.	18' - 20'	200	Vila \$729.15	N/B
94.	22' - 24'	200	Vila \$997.50	N/B
<i>Sabal palmetto</i> , Sabal Palm				
95.	14' - 28'	300	Melrose \$134.68	Vila \$157.80

DEPARTMENT OF PROCUREMENT MANAGEMENT  
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<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
96.	Thrinax radiata, Thatch Palm 06' - 08'	25	Vila \$230.30	
97.	Veitchia montgomeriana, Montgomery Palm 10' - 12'	25	Melrose \$155.72	Vila \$224.00
98.	Wodyetia bifurcata, Foxtail Palm 10' - 12'	100	Vila \$305.05	N/B
99.	12' - 14'	100	Vila \$359.80	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
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**GROUP III: RELOCATION OF TREES AND PALMS**

1.	1 ea.	Relocation of trees less than 4" in caliper; per tree	Melrose \$157.84	Vila \$157.80
2.	1 ea.	Relocation of trees 4" to 8" in caliper; per tree	Melrose \$263.06	Vila \$368.25
3.	1 ea.	Relocation of trees 8" to 12" in caliper; per tree	Melrose \$789.20	Vila \$1,052.20
4.	1 ea.	Relocation of slender single trunk palms less than 20' OA; per palm	Melrose \$157.84	Vila \$157.80
5.	1 ea.	Relocation of slender single trunk palms 21 - 30' OA; per palm	Melrose \$210.45	Vila \$210.40
6.	1 ea.	Relocation of moderate single trunk palms less than 20' OA; per palm	Melrose \$210.45	Vila \$210.40
7.	1 ea.	Relocation of moderate single trunk palm 21 - 30' OA; per palm	Vila \$263.00	Melrose \$315.68
8.	1 ea.	Relocation of heavy trunk palms > 20' OA; per palm	Vila \$368.25	Melrose \$947.04
9.	1 ea.	Relocation of heavy trunk palms 21'-30' OA; per palm	Vila \$420.45	Melrose \$2,630.69
10.	1 ea.	Relocation of clustering multi-trunk palms less than 15' OA; per palm	Vila \$315.60	Melrose \$368.29
11.	1 ea.	Relocation of clustering multi-trunk palms, 15-20' OA per palm	Vila \$631.30	Melrose \$1,315.34

**OPTIONAL SERVICES:**

1.	1 ea.	Supplemental watering - Trees and slender trunk palms per tree	Melrose \$3.14 Per Service	Vila \$6.25 per Service
2.	1 ea.	Supplemental watering - Moderate and heavy trunk palms per palm	Melrose \$3.68 Per Service	Vila \$6.25 per Service
3.	1 ea.	Palm staking; per palm	Melrose \$10.52 Per Service	Vila \$15.70 per Service
4.	1 ea.	Tree guying; cost per tree	Vila \$8.35 Per Service	Melrose \$10.52 per Service

DEPARTMENT OF PROCUREMENT MANAGEMENT  
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**PART #3: AWARD INFORMATION**

**BCC AWARD DATE: 7/12/01**

**AGENDA ITEM #: 6N3B (011763)**

**BIDS & CONTRACTS RELEASE DATE: 10/20/03**

**OTR YEAR: TWO (2) of TWO (2)**

**ADDITIONAL ITEMS ALLOWED: YES**

**SPECIAL CONDITIONS: INSURANCE TYPE 1 & PERFORMANCE BOND**

**TOTAL CONTRACT VALUE: \$3,703,500.00**

<b>USER DEPARTMENTS</b>	<b>DOLLAR ALLOCATED</b>
AVIATION	\$ 298,500.00
FIRE	\$ 175,000.00
HUD	\$ 60,000.00
PARKS & RECREATION	\$1,570,000.00
PUBLIC WORKS	\$1,570,000.00
SEAPORT	\$ 30,000.00



**CONTRACT AWARD SHEET  
DEPARTMENT OF PROCUREMENT  
MANAGEMENT  
BIDS AND CONTRACTS DIVISION**

**BID NO.: 5066-2/03-2**  
**MULTI-VENDOR BPO: ABCW0400070**

**Previous Bid No.: 5066-2/03-1**

**TITLE: TREES AND PALMS**

**COMMODITY CODE NO.: 595-75      OTR YEARS: 2      LIVING WAGES APPLIES: YES**

**CONTRACT PERIOD: 11/1/03 through 10/31/04**

**AWARD BASED ON MEASURES: NO**

**SR.PROCUREMENT AGENT: Jose A. Sanchez, CPPB  
PHONE: 305-375-4265**

- |  |  |
|--|--|
| <input type="checkbox"/> Set Aside                       | <input type="checkbox"/> Bid Preference  |
| <input type="checkbox"/> Goal                            | <input type="checkbox"/> BBE <input type="checkbox"/> HBE <input type="checkbox"/> WBE Owned Firms |
| <input type="checkbox"/> Local Preference                | <input type="checkbox"/> CSBE Level  |
| <input type="checkbox"/> Prevailing Wages (Reso. 90-143) |  |
| <input type="checkbox"/> Living Wage                     |  |

**PART #1: VENDOR AWARDED**

**F.E.I.N.:** 590356195  
**VENDOR:** Melrose Nursery, Inc.  
**STREET:** 26100 S.W. 112<sup>th</sup>. Avenue  
**CITY/STATE/ZIP:** Homestead, Florida 33032  
**F.O.B. TERMS:** Destination  
**PAYMENT TERMS:** Net 30 Days  
**DELIVERY:** As required  
**TOLL FREE PHONE #** N/A  
**PHONE:** 305/258-3411  
**FAX:** 305/258-1381  
**E-MAIL:** [melrosenu@aol.com](mailto:melrosenu@aol.com)  
**CONTACT PERSON:** Jack Fritz

**Note: We will add Vila & Sons, once they comply with performance bond requirements**

**PART #2: ITEMS AWARDED**

**GROUP I: TREES & PALMS; FURNISH AND DELIVER**

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<b>Bucida buceras - 'Shady Lady' Black Olive</b>				
1.	10'-12'	25	Vila \$149.35	N/B
2.	12'-14'	25	Vila \$178.75	N/B
<b>Bursers simaruba, Gumbo Limbo</b>				
3.	10'-12'	500	Melrose \$77.86	Vila \$78.85
4.	12'-14'	300	Vila \$99.85	N/B
5.	14' - 16'	100	Vila \$147.25	
<b>Calophyllum brasiliense, Brazil Beautyleaf</b>				
6.	08' - 10'	50	Vila \$78.85	Melrose \$79.96
7.	10' - 12'	50	Vila \$112.55	N/A
<b>Cassia fistula, Golden Shower</b>				
8.	10'-12'	100	Vila \$119.85	N/A
<b>Cassia javanica, Apple Blossom Shower</b>				
9.	08' - 10'	25	Vila \$224.05	N/B
10.	10' - 12'	25	Vila \$224.05	N/B
<b>Cassia surattensis, Glaucus Cassia</b>				
11.	06' - 08'	100	Vila \$59.85	Melrose \$77.86
12.	08' - 10'	100	Vila \$97.00	N/B
<b>Chrysophyllum oliviforme, Satin Leaf</b>				
13.	08' - 10'	50	Melrose \$79.96	Vila \$85.75
14.	10' - 12'	50	Vila \$99.85	Melrose \$101.01
<b>Clusia rosea, Pitch Apple</b>				
15.	08' - 10'	50	Melrose \$103.11	Vila \$143.05
<b>Coccoloba diversifolia, Pigeon Plum</b>				
16.	08' - 10'	100	Vila \$86.20	N/B
17.	10' - 12'	100	Vila \$105.20	N/B
18.	12' - 14'	100	Vila \$214.55	N/B
<b>Conocarpus erectus, Green Buttonwood (Tree Type)</b>				
19.	08' - 10'	100	Vila \$66.20	N/B
20.	10' - 12'	100	Vila \$78.85	N/B
<b>Conocarpus erectus, Green Buttonwood (Bush Type)</b>				
21.	06' - 08'	100	Vila \$46.20	N/B
22.	08' - 10'	100	Vila \$78.85	N/B

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
Conocarpus erectus var. Sericeus, Silver Buttonwood (Tree Type)				
23.	08' - 10'	50	Vila \$72.50	N/B
24.	10' - 12'	50	Vila \$86.20	N/B
Conocarpus erectus var. Sericeus, Silver Buttonwood (Bush Type)				
25.	06' - 08'	50	Vila \$46.20	N/B
26.	08' - 10'	50	Vila \$86.20	N/B
Cordia boissieri, White Geiger				
27.	06' - 08'	25	Vila \$134.60	N/B
Cordia sebestena, Orange Geiger				
28.	08' - 10'	100	Vila \$98.80	N/B
29.	10' - 12'	100	Vila \$112.50	N/B
Delonix regia, Royal Poinciana				
30.	12' - 14'	50	Vila \$110.40	N/B
31.	14' - 16'	50	Vila \$167.25	N/B
Eugenia foetida, Spanish Stopper				
32.	06' - 08'	25	Vila \$96.70	N/B
Ficus aurea Strangler Fig				
33.	10' - 12'	50	Vila \$186.15	N/B
Filicium decipiens, Japanese Fern Tree				
34.	10' - 12'	25	Vila \$149.30	N/B
Guaiacum sanctum, Lignum-vitae				
35.	06' - 08'	25	Vila \$522.90	N/B
36.	08' - 10'	25	Vila \$672.30	N/B
Ilex cassine, Dahoon Holly				
37.	08' - 10'	100	Vila \$86.20	N/B
38.	10' - 12'	100	Vila \$98.80	N/B
39.	12' - 14'	100	Vila \$178.80	N/B
Jacaranda acutifolia, Jacaranda				
40.	08' - 10'	100	Vila \$86.20	N/B
41.	10' - 12'	100	Vila \$112.50	N/B
42.	12' - 14'	50	Vila \$178.80	N/B
Krugiodendron ferreum, Black Ironwood				
43.	08'-10'	25	Vila \$149.30	N/B
Lagerstoemia speciosa, Queen's Crape Myrtle				
44.	10'-12'	50	Vila \$187.20	N/B
Lagerstroemia indica, Crape Myrtle				
45.	08' - 10'	50	Vila \$119.85	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
	Ligustrum lucidum, Glossy Privet			
46.	08' - 10'	100	Melrose \$103.11	Vila \$298.70
47.	10' - 12'	100	Vila \$672.30	N/B
	Lysiloma latisiliqua, Wild Tamarind			
48.	08' - 10'	50	Vila \$119.85	N/B
49.	10' - 12'	50	Vila \$149.30	N/B
	Lysiloma sabicu, Sabicu			
50.	08' - 10'	75	Vila \$119.85	N/B
51.	10' - 12'	75	Vila \$149.30	N/B
	Mastichodendron foetidissimum, Mastic			
52.	08' - 10'	25	Vila \$119.85	N/B
	Myrcianthes fragrans, Simpson Stopper			
53.	06' - 08'	25	Vila \$112.50	N/B
	Myrica cerifera, Wax Myrtle			
54.	06' - 08'	25	Vila \$46.20	N/B
55.	08' - 10'	25	Vila \$86.20	N/B
	Myrsine guianensis, Myrsine			
56.	06' - 08'	25	Vila \$89.35	N/B
	Noronhia emarginata, Madagascar Olive			
57.	08' - 10'	25	Vila \$119.85	N/B
	Peltophorum pterocarpum, Yellow Poinciana			
58.	10' - 12'	100	Vila \$99.90	N/B
59.	12' - 14'	100	Vila \$143.05	N/B
	Piscida piscipula, Jamaican Dogwood			
60.	08' - 10'	25	Vila \$119.85	N/B
	Psidium littorale, Cattley Guava			
61.	08' - 10'	25	Vila \$84.10	N/B
62.	10' - 12'	25	Vila \$105.15	N/B
	Quercus virginiana, Live Oak			
63.	10' - 12'	1000	Vila \$98.80	Melrose \$124.16
64.	12' - 14'	750	Vila \$165.10	N/B
65.	14' - 16'	750	Vila \$264.00	N/B
66.	16' - 18'	100	Vila \$726.00	N/B
67.	18' - 20'	100	Vila \$924.85	N/B
	Spathodea campanulata, African Tulip Tree			
68.	10' - 12'	25	Vila \$78.85	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
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<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price Primary</u>	<u>Unit Price Secondary</u>
<i>Swietenia mahagoni</i> , Mahogany				
69.	10' - 12'	500	Vila \$78.85	Melrose \$122.05
70.	12' - 14'	500	Vila \$143.10	N/B
71.	14' - 16'	500	Vila \$217.75	N/B
<i>Tabebuia heterophylla</i> , Pink Trumpet Tree				
72.	08' - 10'	200	Vila \$78.85	Melrose \$79.96
73.	10' - 12'	200	Vila \$92.50	Melrose \$98.90
74.	12' - 14'	200	Vila \$158.80	N/B
<i>Tabebuia caraiba</i> , Yellow Trumpet Tree				
75.	08' - 10'	100	Vila \$78.85	Melrose \$79.96
76.	10' - 12'	100	Vila \$92.50	Melrose \$98.90
77.	12' - 14'	100	Melrose \$117.85	Vila \$127.25
<i>Tamarindus indica</i> , Tamarind				
78.	10' - 12'	75	Vila \$149.30	N/B
79.	12' - 14'	75	Vila \$178.75	N/B
<i>Acoelorrhaphe wrightii</i> , Paurotis palm				
80.	12' - 14'	50	Vila \$178.75	N/B
81.	16' - 18'	50	Vila \$238.85	N/B
<i>Bismarckia nobilis</i> , Bismarck Palm				
82.	08' - 10'	50	Vila \$477.65	N/B
<i>Chamaerops humilis</i> , European Fan Palm				
83.	06' - 08'	25	Vila \$224.00	N/B
<i>Cocos nucifera</i> , Green Malayan Coconut, (Certified Seed Required)				
84.	16' - 18'	200	Melrose \$187.29	Vila \$224.00
<i>Cocos nucifera</i> , Maypan Coconut, (Certified Seed Required)				
85.	12' - 14'	200	Melrose \$172.56	Vila \$178.75
86.	16' - 18'	200	Melrose \$225.18	Vila \$238.00
<i>Dypsis lutescens</i> , Areca Palm;				
87.	14' - 16'	25	Vila \$188.25	N/B
<i>Latania lontaroides</i> , Red Latan				
88.	08' - 10'	25	Vila \$448.10	N/B
<i>Livistona chinensis</i> , Chinese Fan Palm				
89.	10' - 12' (single)	100	Vila \$149.30	N/B
<i>Phoenix canariensis</i> , Canary Island Date Palm				
90.	10' - 12'	50	Melrose \$235.70	Vila \$373.75
<i>Ptychosperma elegans</i> , Solitaire Palm				
91.	10' - 12'	100	Melrose \$92.59	Vila \$119.85

DEPARTMENT OF PROCUREMENT MANAGEMENT  
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<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
	<b>Roystonea elata, Royal Palm</b>			
92.	16' - 18'	200	Vila \$477.65	N/B
93.	18' - 20'	200	Vila \$597.55	N/B
94.	22' - 24'	200	Vila \$836.40	N/B
	<b>Sabal palmetto, Sabal Palm</b>			
95.	14' - 28'	300	Vila \$74.65	Melrose \$99.96
	<b>Thrinax radiata, Thatch Palm</b>			
96.	06' - 08'	25	Vila \$179.85	N/B
	<b>Veitchia montgomeriana, Montgomery Palm</b>			
97.	10' - 12'	25	Melrose \$92.59	Vila \$149.30
	<b>Wodyetia bifurcata, Foxtail Palm</b>			
98.	10' - 12'	100	Vila \$224.00	N/B
99.	12' - 14'	100	Vila \$268.25	N/B

**GROUP II: TREES AND PALMS: FURNISH, DELIVER & INSTALL**

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<b>Bucida buceras 'Shady Lady', Black Olive</b>				
1.	10' - 12'	25	Vila \$205.10	N/B
2.	12' - 14'	25	Vila \$243.00	N/B
<b>Bursers simaruba, Gumbo Limbo</b>				
3.	10' - 12'	500	Melrose \$130.47	Vila \$139.10
4.	12' - 14'	300	Vila \$169.35	N/B
5.	14' - 16'	100	Vila \$216.70	N/B
<b>Calophyllum brasiliense, Brazil Beautyleaf</b>				
6.	08' - 10'	50	Vila \$134.65	Melrose \$141.00
7.	10' - 12'	50	Vila \$164.00	N/B
<b>Cassia fistula, Golden Shower</b>				
8.	10' - 12'	100	Vila \$172.45	N/B
<b>Cassia javanica, Apple Blossom Shower</b>				
9.	08' - 10'	25	Vila \$282.85	N/B
10.	10' - 12'	25	Vila \$286.15	N/B
<b>Cassia surattensis, Glaucus Cassia</b>				
11.	06' - 08'	100	Vila \$99.85	Melrose \$124.16
12.	08' - 10'	100	Vila \$144.10	N/B
<b>Chrysophyllum oliviforme, Satin Leaf</b>				
13.	08' - 10'	50	Melrose \$124.16	Vila \$144.10
14.	10' - 12'	50	Vila \$164.05	Melrose \$166.25
<b>Clusia rosea, Pitch Apple</b>				
15.	08' - 10'	50	Melrose \$166.25	Vila \$197.70
<b>Coccoloba diversifolia, Pigeon Plum</b>				
16.	08' - 10'	100	Vila \$144.10	N/B
17.	10' - 12'	200	Vila \$172.45	N/B
18.	12' - 14'	100	Vila \$281.90	N/B
<b>Conocarpus erectus, Green Buttonwood (Tree Type)</b>				
19.	08' - 10'	100	Vila \$119.85	N/B
20.	10' - 12'	100	Vila \$139.85	N/B
<b>Conocarpus erectus, Green Buttonwood (Bush Type)</b>				
21.	06' - 08'	100	Vila \$78.85	N/B
22.	08' - 10'	100	Vila \$123.00	N/B
<b>Conocarpus erectus var. Sericeus, Silver Buttonwood (Tree Type)</b>				
23.	08' - 10'	50	Vila \$127.25	N/B
24.	10' - 12'	50	Vila \$147.20	N/B

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
Conocarpus erectus var. Sericeus, Silver Buttonwood (Bush Type)				
25.	06' - 08'	50	Vila \$78.85	N/B
26.	08' - 10'	50	Vila \$131.45	N/B
Cordia boissieri, White Geiger				
27.	06' - 08'	25	Vila \$180.90	N/B
Cordia sebestena, Orange Geiger				
28.	08' - 10'	100	Vila \$158.85	N/B
29.	10' - 12'	100	Vila \$178.85	N/B
Delonix regia, Royal Poinciana				
30.	12' - 14'	50	Vila \$184.05	N/B
31.	14' - 16'	50	Vila \$239.80	N/B
Eugenia foetida, Spanish Stopper				
32.	06' - 08'	25	Vila \$139.75	N/B
Ficus aurea Strangler Fig				
33.	10' - 12'	50	Vila \$245.10	N/B
Filicium decipiens, Japanese Fern Tree				
34.	10' - 12'	25	Vila \$205.10	N/B
Guaiacum sanctum, Lignum-vitae				
35.	06' - 08'	25	Vila \$605.00	N/B
36.	08' - 10'	25	Vila \$772.30	N/B
Ilex cassine, Dahoon Holly				
37.	08' - 10'	100	Vila \$144.10	N/B
38.	10' - 12'	100	Vila \$164.05	N/B
39.	12' - 14'	100	Vila \$243.00	N/B
Jacaranda acutifolia, Jacaranda				
40.	08' - 10'	100	Vila \$144.10	N/B
41.	10' - 12'	100	Vila \$179.85	N/B
42.	12' - 14'	50	Vila \$243.00	N/B
Krugiodendron ferreum, Black Ironwood				
43.	08' - 10'	25	Vila \$200.90	N/B
Lagerstoemia speciosa, Queen's Crape Myrtle				
44.	10' - 12'	50	Vila \$251.40	N/B
Lagerstroemia indica, Crape Myrtle				
45.	08' - 10'	50	Vila \$168.25	N/B
Ligustrum lucidum, Glossy Privit				
46.	08' - 10'	100	Melrose \$164.14	Vila \$364.00
47.	10' - 12'	100	Vila \$775.45	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<i>Lysiloma latisiliqua</i> , Wild Tamarind				
48.	08' - 10'	50	Vila \$168.30	N/B
49.	10' - 12'	50	Vila \$205.10	N/B
<i>Lysiloma sabicu</i> , Sabicu				
50.	08' - 10'	75	Vila \$168.30	N/B
51.	10' - 12'	75	Vila \$205.10	N/B
<i>Mastichodendron foetidissimum</i> , Mastic				
52.	08' - 10'	25	Vila \$168.30	N/B
<i>Myrcianthes fragrans</i> , Simpson Stopper				
53.	06' - 08'	25	Vila \$156.70	N/B
<i>Myrica cerifera</i> , Wax Myrtle				
54.	06' - 08'	25	Vila \$90.50	N/B
55.	08' - 10'	25	Vila \$144.10	N/B
<i>Myrsine guianensis</i> , Myrsine				
56.	06' - 08'	25	Vila \$131.45	N/B
<i>Noronhia emarginata</i> , Madagascar Olive				
57.	08' - 10'	25	Vila \$168.30	N/B
<i>Peltophorum pterocarpum</i> , Yellow Poinciana				
58.	10' - 12'	100	Vila \$164.05	N/B
59.	12' - 14'	100	Vila \$204.05	N/B
<i>Piscida piscipula</i> , Jamaican Dogwood				
60.	08' - 10'	25	Vila \$168.30	N/B
<i>Psidium littorale</i> , Cattley Guava				
61.	08' - 10'	25	Vila \$142.00	N/B
62.	10' - 12'	25	Vila \$172.45	N/B
<i>Quercus virginiana</i> , Live Oak				
63.	10' - 12'	1000	Vila \$164.05	Melrose \$206.24
64.	12' - 14'	750	Vila \$251.40	N/B
65.	14' - 16'	750	Vila \$382.90	N/B
66.	16' - 18'	100	Vila \$961.70	N/B
67.	18' - 20'	100	Vila \$1,217.20	N/B
<i>Spathodea campanulata</i> , African Tulip Tree				
68.	10' - 12'	25	Vila \$139.85	N/B
<i>Swietenia mahagoni</i> , Mahogany				
69.	10' - 12'	500	Vila \$139.85	Melrose \$206.24
70.	12' - 14'	500	Vila \$223.00	N/B
71.	14' - 16'	500	Vila \$326.15	N/B

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u> <u>Primary</u>	<u>Unit Price</u> <u>Secondary</u>
<b>Tabebuia heterophylla, Pink Trumpet Tree</b>				
72.	08' - 10'	200	Melrose \$130.47	Vila \$135.65
73.	10' - 12'	200	Vila \$155.65	Melrose \$162.04
74.	12' - 14'	200	Vila \$243.00	N/B
<b>Tabebuia caraiba, Yellow Trumpet Tree</b>				
75.	08' - 10'	100	Melrose \$130.47	Vila \$135.65
76.	10' - 12'	100	Vila \$155.65	Melrose \$162.04
77.	12' - 14'	100	Melrose \$202.03	Vila \$204.00
<b>Tamarindus indica, Tamarind</b>				
78.	10' - 12'	75	Vila \$204.00	N/B
79.	12' - 14'	75	Vila \$243.00	N/B
<b>Acoelorrhaphe wrightii, Paurotis palm</b>				
80.	12' - 14'	50	Vila \$243.00	N/B
81.	16' - 18'	50	Vila \$325.05	N/B
<b>Bismarckia nobilis, Bismarck Palm</b>				
82.	08' - 10'	50	Vila \$548.15	N/B
<b>Chamaerops humilis, European Fan Palm</b>				
83.	06' - 08'	25	Vila \$267.15	N/B
<b>Cocos nucifera, Green Malayan Coconut, (Certified Seed Required)</b>				
84.	16' - 18'	200	Melrose \$311.46	Vila \$328.25
<b>Cocos nucifera, Maypan Coconut, (Certified Seed Required)</b>				
85.	12' - 14'	200	Vila \$263.00	Melrose \$277.79
86.	16' - 18'	200	Melrose \$340.73	Vila \$345.00
<b>Dypsis lutescens, Areca Palm</b>				
87.	14' - 16'	25	Vila \$280.85	N/B
<b>Latania lontaroides, Red Latan</b>				
88.	08' - 10'	25	Vila \$547.10	N/B
<b>Livistona chinensis, Chinese Fan Palm</b>				
89.	10' - 12' (single)	100	Vila \$224.00	N/B
<b>Phoenix canariensis, Canary Island Date Palm</b>				
90.	10' - 12'	50	Melrose \$361.97	Vila \$437.65
<b>Ptychosperma elegans, Solitaire Palm</b>				
91.	10' - 12'	100	Melrose \$155.72	Vila \$191.40
<b>Roystonea elata, Royal Palm</b>				
92.	16' - 18'	200	Vila \$598.65	N/B
93.	18' - 20'	200	Vila \$729.15	N/B
94.	22' - 24'	200	Vila \$997.50	N/B
<b>Sabal palmetto, Sabal Palm</b>				
95.	14' - 28'	300	Melrose \$134.68	Vila \$157.80

DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION

### **GROUP III: RELOCATION OF TREES AND PALMS**

1.	1 ea. Relocation of trees less than 4" in caliper; per tree	Melrose \$157.84	Vila \$157.80
2.	1 ea. Relocation of trees 4" to 8" in caliper; per tree	Melrose \$263.06	Vila \$368.25
3.	1 ea. Relocation of trees 8" to 12" in caliper; per tree	Melrose \$789.20	Vila \$1,052.20
4.	1 ea. Relocation of slender single trunk palms less than 20' OA; per palm	Melrose \$157.84	Vila \$157.80
5.	1 ea. Relocation of slender single trunk palms 21 – 30' OA; per palm	Melrose \$210.45	Vila \$210.40
6.	1 ea. Relocation of moderate single trunk palms less than 20' OA; per palm	Melrose \$210.45	Vila \$210.40
7.	1 ea. Relocation of moderate single trunk palm 21 – 30' OA; per palm	Vila \$263.00	Melrose \$315.68
8.	1 ea. Relocation of heavy trunk palms > 20' OA; per palm	Vila \$368.25	Melrose \$947.04
9.	1 ea. Relocation of heavy trunk palms 21'-30' OA; per palm	Vila \$420.45	Melrose \$2,630.69
10.	1 ea. Relocation of clustering multi-trunk palms less than 15' OA; per palm	Vila \$315.60	Melrose \$368.29
11.	1 ea. Relocation of clustering multi-trunk palms, 15-20' OA per palm	Vila \$631.30	Melrose \$1,315.34

### **OPTIONAL SERVICES:**

1.	1 ea. Supplemental watering – Trees and slender trunk palms per tree	Melrose \$3.14 Per Service	Vila \$6.25 per Service
2.	1 ea. Supplemental watering – Moderate and heavy trunk palms per palm	Melrose \$3.68 Per Service	Vila \$6.25 per Service
3.	1 ea. Palm staking; per palm	Melrose \$10.52 Per Service	Vila \$15.70 per Service
4.	1 ea. Tree guying; cost per tree	Vila \$8.35 Per Service	Melrose \$10.52 per Service

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price Primary</u>	<u>Unit Price Secondary</u>
96.	Thrinax radiata, Thatch Palm 06' - 08'	25	Vila \$230.30	
97.	Veitchia montgomeriana, Montgomery Palm 10' - 12'	25	Melrose \$155.72	Vila \$224.00
98.	Wodyetia bifurcata, Foxtail Palm 10' - 12'	100	Vila \$305.05	N/B
99.	12' - 14'	100	Vila \$359.80	N/B

**PART #3: AWARD INFORMATION**

**BCC AWARD DATE: 7/12/01**

**AGENDA ITEM #: 6N3B (011763)**

**BIDS & CONTRACTS RELEASE DATE: 10/20/03**

**OTR YEAR: TWO (2) of TWO (2)**

**ADDITIONAL ITEMS ALLOWED: YES**

**SPECIAL CONDITIONS: INSURANCE TYPE 1 & PERFORMANCE BOND**

**TOTAL CONTRACT VALUE: \$3,703,500.00**

<b>USER DEPARTMENTS</b>	<b>DOLLAR ALLOCATED</b>
<b>AVIATION</b>	<b>\$ 298,500.00</b>
<b>FIRE</b>	<b>\$ 175,000.00</b>
<b>HUD</b>	<b>\$ 60,000.00</b>
<b>PARKS &amp; RECREATION</b>	<b>\$1,570,000.00</b>
<b>PUBLIC WORKS</b>	<b>\$1,570,000.00</b>
<b>SEAPORT</b>	<b>\$ 30,000.00</b>



## AWARD SHEET

### ADDENDUM NO. 1

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<b>TO:</b> All User Departments	<b>DATE:</b> 11/7/03
<b>FROM:</b> Jose A. Sanchez, CPPB Senior Procurement Agent	<b>BID NO.:</b> 5066-2/03-2 <b>TITLE:</b> Trees & Palms

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**Please note the following change(s):**

Effective today, please add Vila & Sons Nursery Corporation to this contract.

**PART #1: VENDOR AWARDED**

<b>F.E.I.N.:</b>	<b>592189458</b>
<b>VENDOR:</b>	<b>Vila &amp; Sons Nursery Corporation</b>
<b>STREET:</b>	<b>20451 SW 216<sup>th</sup> Street</b>
<b>CITY/STATE/ZIP:</b>	<b>Miami, Florida 33170</b>
<b>F.O.B. TERMS:</b>	<b>Destination</b>
<b>PAYMENT TERMS:</b>	<b>Net 30 Days</b>
<b>DELIVERY:</b>	<b>As required</b>
<b>TOLL FREE PHONE #</b>	<b>N/A</b>
<b>PHONE:</b>	<b>305/255-9206</b>
<b>FAX:</b>	<b>305/255-9207</b>
<b>E-MAIL:</b>	<b><u>Claudia@vila-n-son.com</u></b>
<b>CONTACT PERSON:</b>	<b>Juan Vila</b>

**ALL OTHER INFORMATION REMAINS THE SAME**



## AWARD SHEET

### ADDENDUM NO. 2

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**TO:** All User Department

**DATE:** 3/12/04

**FROM:** Jose A. Sanchez, CPPB  
Senior Procurement Agent

**BID NO.:** 5066-2/03-2  
**TITLE:** Trees and Palms

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**Please note the following change(s):**

1. Add General Services Administration (GSA) to this contract with a dollar allocation of \$100,000.00  
GSA new total \$100,000.00

**ALL OTHER INFORMATION REMAINS THE SAME**



**BID NO.: 5066-2/03-OTR-SW**

**OPENING: 2:00 P.M.  
WEDNESDAY  
January 10, 2001**

**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION  
TO BID**

**TITLE**

**TREES & PALMS: FURNISH & DELIVER; FURNISH, DELIVER & INSTALL; AND  
RELOCATION OF TREES & PALMS FOR VARIOUS MIAMI-DADE COUNTY  
DEPARTMENTS FOR A TWELVE (12) MONTH PERIOD WITH COUNTY OPTION  
TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

<b>AFFIDAVITS</b>	<b>SEE APPENDIX - SECTION I</b>
<b>BID DEPOSIT AND PERFORMANCE BOND</b>	<b>SEE SECTION 2.0 PARA, 2.12 2.13</b>
<b>CATALOGUE AND LISTS</b>	<b>N/A</b>
<b>CERTIFICATE OF COMPETENCY</b>	<b>N/A</b>
<b>EQUIPMENT LIST</b>	<b>N/A</b>
<b>INDEMNIFICATION/INSURANCE</b>	<b>SEE SECTION 2.0, PARA. 2.11</b>
<b>LIVING WAGE</b>	<b>SEE SECTION 1.0 PARA. 1.3L</b>
<b>PRE-BID CONFERENCE/WALK-THRU</b>	<b>N/A</b>
<b>RACE-CONSCIOUSNESS MEASURE</b>	<b>N/A</b>
<b>SAMPLES/INFORMATION SHEETS</b>	<b>N/A</b>
<b>SECTION 3 - MDHA</b>	<b>N/A</b>
<b>SITE VISIT/AFFIDAVIT</b>	<b>N/A</b>
<b>SURCHARGE FEE</b>	<b>SEE SECTION 2.0; PARA. 2.21</b>
<b>WRITTEN WARRANTY</b>	<b>N/A</b>

**FOR INFORMATION CONTACT:  
JOSE A SANCHEZ, CPPB (305) 375-4265**

**IMPORTANT NOTICE TO BIDDERS  
N/A**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS DIVISION**

**FAILURE TO SIGN PAGE 51 OF SECTION 4.0, BID PROPOSAL WILL RENDER YOUR BID NON-  
RESPONSIVE**

**INSTRUCTIONS FOR MAILING A BID IN RESPONSE TO A  
FORMAL BID SOLICITATION**

Each bid proposal submitted to the CLERK OF THE BOARD will have the following information clearly marked on the face of the envelope:

- |                                    |                    |
|------------------------------------|--------------------|
| > Bidder's Name and Return Address | > Bid Number       |
| > Opening Date of Bid              | > Title of the Bid |

Failure to include this information may result in your bid not being considered.

The bidder will submit each bid proposal, consisting of one original and three copies and any attachments in one envelope.

Bid responses submitted at the same time for different bid solicitations shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement may result in the bid from being considered.

**"BIDS/PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER AND WILL BE OPENED PROMPTLY AT THE SUBMITTAL DEADLINE. BIDS/PROPOSALS RECEIVED AFTER THE FIRST BID/PROPOSAL ENVELOPE OR CONTAINER HAS BEEN OPENED WILL NOT BE OPENED OR CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING BIDS/PROPOSALS TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE."**

**THIS BID/PROPOSAL SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS:**

**CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1st Street, 17th Floor, Suite 202  
Miami, Florida 33128-1983**

**The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make any communication available to the public. It is also available to the people who are blind/visually impaired and deaf/hard of hearing. If you require information in an alternate format please call 305-375-5278.**

**SECTION 1  
GENERAL TERMS AND CONDITIONS**

**1.1 DEFINITIONS**

The term "bid" shall refer to any offer(s) submitted in response to this bid solicitation.

The term "County" shall refer to Miami-Dade County.

The term "bidder" shall refer to anyone submitting a bid in response to this bid solicitation.

The term "contractor" or "successful bidder" shall refer to the bidder receiving an award as a result of this bid solicitation.

The term "bid solicitation" shall mean this bid solicitation, the bidder's response to this bid solicitation, as approved by the County in accordance with Administrative Order 3-2 and any purchase order or change order issued by DPM.

The term "DPM" shall refer to Miami-Dade County's Department of Procurement Management.

**1.2 CONTENTS OF BID****A. General Conditions**

- (1) It is the sole responsibility of the bidder to become thoroughly familiar with the bid requirements and all terms and conditions affecting the performance of this bid solicitation. Pleas of ignorance by the bidder of conditions that exist, or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the successful bidder.
- (2) The bidder is advised that this bid solicitation is subject to all legal requirements contained in the County's Administrative Order 3-2 and all other applicable County Ordinances and/or State and Federal Statutes. Where conflicts exist between this bid solicitation and these legal requirements, the higher authority shall prevail in the following order: Federal, State and local.

**B. Additional Information/Addenda**

- (1) Request for additional information, explanation, clarification or interpretation must be made in writing to the Department of Procurement Management, Bids and Contracts Division contact person identified on the cover page of this bid solicitation and file a copy with the Clerk of the Board, 111 NW 1st Street, 17<sup>th</sup> Floor, Suite 202, Miami, Florida. The

request shall be received no later than **fourteen (14)** working days prior to the bid opening date. Any request received after that time may not be reviewed for inclusion in this bid solicitation. The request shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request shall also include a cover sheet, with the sender's facsimile number. This bid solicitation is subject to the "**Cone of Silence**" in accordance with County Ordinance No. 98-106.

#### **"CONE OF SILENCE"**

**PURSUANT TO ORDINANCE 98-106, AS AMENDED, A "CONE OF SILENCE" IS IMPOSED UPON RFPs, RFQs OR BIDS AFTER ADVERTISEMENT AND TERMINATES AT THE TIME THE COUNTY MANAGER ISSUES A WRITTEN RECOMMENDATION TO THE BOARD OF COUNTY COMMISSIONERS. THE CONE OF SILENCE PROHIBITS COMMUNICATION REGARDING RFPs, RFQs OR BIDS BETWEEN POTENTIAL VENDORS, SERVICE PROVIDERS, BIDDERS, LOBBYISTS OR CONSULTANTS AND THE COUNTY'S PROFESSIONAL STAFF INCLUDING, BUT NOT LIMITED TO, THE COUNTY MANAGER AND THE COUNTY MANAGER'S STAFF. A CONE OF SILENCE IS ALSO IMPOSED BETWEEN THE MAYOR, COUNTY COMMISSIONERS OR THEIR RESPECTIVE STAFFS AND ANY MEMBER OF THE COUNTY'S PROFESSIONAL STAFF INCLUDING, BUT NOT LIMITED TO, THE COUNTY MANAGER AND THE COUNTY MANAGER'S STAFF.**

**THE PROVISIONS OF ORDINANCE 98-106 DO NOT APPLY TO ORAL COMMUNICATIONS AT PRE-BID CONFERENCES, ORAL PRESENTATIONS BEFORE SELECTION COMMITTEES, CONTRACT NEGOTIATIONS DURING ANY DULY NOTICED PUBLIC MEETING OR COMMUNICATIONS IN WRITING AT ANY TIME UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE RFP, RFQ OR BID DOCUMENT. BIDDERS OR PROPOSERS MUST FILE A COPY OF ANY WRITTEN COMMUNICATION WITH THE CLERK OF THE BOARD, WHICH SHALL BE MADE AVAILABLE TO ANY PERSON UPON REQUEST. THE COUNTY SHALL RESPOND IN WRITING AND FILE A COPY WITH THE CLERK OF THE BOARD, WHICH SHALL BE MADE AVAILABLE TO ANY PERSON UPON REQUEST.**

**IN ADDITION TO ANY OTHER PENALTIES PROVIDED BY LAW, VIOLATION OF ORDINANCE 98-106 BY ANY BIDDER OR PROPOSER SHALL RENDER ANY RFP AWARD, RFQ AWARD OR BID AWARD VOIDABLE. ANY PERSON HAVING PERSONAL KNOWLEDGE OF A VIOLATION OF THIS ORDINANCE SHALL REPORT SUCH VIOLATION TO THE STATE ATTORNEY AND/OR MAY FILE A COMPLAINT WITH THE ETHICS COMMISSION. BIDDERS OR PROPOSERS SHOULD REFERENCE THE ACTUAL ORDINANCE FOR FURTHER CLARIFICATION.**

- (2) The Department of Procurement Management, Bids and Contracts Division will issue a response to any inquiry, as it deems necessary, by written addenda, issued prior to the bid opening date. The bidder shall not rely on any representation, statement or explanation other than those made in this bid solicitation document or in any addenda issued. Where there appears to be a conflict between this bid solicitation, and any addenda issued, the last addendum issued will prevail.

- (3) It is the bidder's responsibility to ensure receipt of all addenda and substitute bid proposal forms. If applicable, the bidder is required to submit the substitute bid proposal forms and acknowledge the number of addenda received as part of this bid solicitation, by completing and signing the attached Addenda Acknowledgment Form.

C. Conflicts in this Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Technical Specifications, the bid proposal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the bid proposal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

D. Prices Contained in this Bid Solicitation

(1) Prompt Payment Terms

- a. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price for bid evaluation purposes.
- b. The bidder is required to provide prompt payment terms in the space provided on the bid proposal signature page of this bid solicitation. If no prompt payment discount is being offered, the bidder shall enter zero (0) for the percentage discount to indicate no discount. If the bidder fails to enter a percentage, it is hereby understood and agreed that the payment terms will be 2% 20 days, effective after receipt of invoice or final acceptance, whichever is later.

### 1.3 PREPARATION AND SUBMISSION OF BID

A. Preparation/Submission

- (1) The bid proposal form shall be used when submitting a bid. Use of any other form shall result in the rejection of the bidder's Proposal.
- (2) The bid will either be typed or completed legibly in ink. The bidder's authorized agent will sign the bid proposal Form in ink, and the authorized agent will initial all corrections made by the bidder in ink. The use of pencil or erasable ink may result in the rejection of the bid. **Failure to sign the Bid Proposal signature page will render your bid non-responsive.**
- (3) Where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

- (4) The County may consider additional bid proposal(s) from the same bidder for the same bid solicitation, provided that; (a) the additional bid(s) offer a different product and/or level of service that meets or exceeds this bid solicitation requirements; (b) the bidder completes a separate bid proposal Form for each bid and shall mark "Alternate bid(s)" on the first page. Failure to comply with the foregoing may result in the rejection of the additional bid(s).
- (5) The bidder is allowed to offer multiple product brand names for each item listed on the bid proposal; provided that (a) such offer is allowable in accordance with Section 2.9 of this bid solicitation and (b) the same price is offered for all brand names bid. If the County determines that all brand names are acceptable based on the quality standards, the County may, at its option, order either of the brands names made available through this bid solicitation. Conversely, the Vendor will deliver the brand name that has been ordered by the County.
- (6) Unless otherwise specified in the Special Terms and Conditions, the proposed delivery and/or completion time, if required, shall be stated in calendar days.
- (7) The bidder shall not charge tax, as the County is exempt from all State, Excise, Federal and Local sales tax. Notwithstanding, any tax on materials and/or supplies which are purchased by the bidder, in conjunction with this bid solicitation shall be subject to the Florida State Sales Tax, in accordance with Section 212.08 of Florida Statutes, amended 1970, and all amendments thereto, shall be borne solely by the bidder. When the bidder does not manufacture the materials and/or supplies, taxes must be incorporated in the bid price, not as a separate item. When materials and/or supplies are manufactured by the bidder and are not for resale, the County is exempt. The County may be subject to applicable taxes on goods purchased for the purpose of resale. Upon request, the County will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Technical Specifications.
- (8) Any telegraphic or facsimile bid will not be considered.
- (9) The bidder shall incorporate in their bid price all costs related to this bid solicitation.
- (10) The apparent silence of the specifications and any addenda regarding any details or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon the basis of this bid solicitation.

**B. Vendor Registration**

The County requires the bidder to complete a registration application including the required disclosure affidavits with the Department of Procurement Management. The bidder must be registered to be recommended for any contract award\*. To register, or for assistance in registering, contact Vendor Assistance at 305-375-5287.

\*Section 2-11.1(d) of the County Code provides that a person (County Employee) may not enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or any member of his immediate family has a controlling financial interest, direct or indirect, with the County or any person or agency acting for the County and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. For additional information please contact the Ethics Commission hot line at 305-579-2593.

The following are the documents with the vendor registration application:

**(1) Disclosure of Employment Affidavit**

Pursuant to County Ordinance No. 90-133, the bidder shall disclose the composition of the workforce, wages and benefits to be paid and existence of collective bargaining agreement.

**(2) Disclosure of Ownership Affidavit**

Pursuant to County Ordinance No. 88-121, the bidder shall disclose the full legal name and business address of any individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) that have, or will have any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the County. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

**(3) Drug-Free Affidavit**

Pursuant to County Ordinance No. 92-15, the bidder shall certify that it is providing a drug-free workplace and notices to each employee of the danger of drug abuse; the firm's policy of maintaining a drug-free environment; availability of drug counseling, rehabilitation and employee assistance programs; and penalties that may be imposed upon employees for drug abuse violations. The bidder shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy, and notify the employer if any criminal conviction occurring no later than five (5) days after receiving notice of such conviction, and impose appropriate personnel action against the employee up to and including termination.

## (4) Family Leave Affidavit

Pursuant to County Ordinance No.91-142, the bidder shall certify that it entitles an employee who has worked for the firm for at least one (1) year, ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination or employment or employer retaliation.

## (5) W-9 and 8109 forms

The bidder must furnish a W-9 and 8109 (Federal Tax Deposit Coupon) forms as required by the Internal Revenue Service in order to enter into this contract with the County.

## (6) Social Security Number

The bidder must furnish a copy of the Social Security card if a social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).

C. Americans with Disabilities Act (A.D.A.) Affidavit

It is the policy of the County to comply with all requirements of the Americans with Disabilities Act (A.D.A.). For A.D.A. complaints call 305-375-3566. The bidder recommended for award shall be required to complete an A.D.A. affidavit in accordance with County Resolution No. 385-95 prior to the award of this bid solicitation. Failure to complete the affidavit as required may result in the rescinding of the recommendation for award. (See Appendix - Section 1)

D. Antitrust Laws

By acceptance of this contract, the successful bidder agrees to comply with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

E. Collection of Fees, Taxes and Parking Tickets Affidavit

Pursuant to the procedures contained in Section 2-8.1 (c) of the County Code, and as amended by County Ordinance No. 95-178, the bidder shall certify that all delinquent and currently due fees, taxes and parking tickets have been paid.  
(See Appendix - Section 1)

F. Conflict of Interest and Code of Ethics

Pursuant to County Ordinance No. 98-73 amending Section 2-11.1(s) of the County Code, every lobbyist whom is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:

First violation, for a period of 90 days from the date of determination of violation;

Second violation, for a period of one (1) year from the date of determination of violation;

Third violation, for a period of five (5) years from the date of determination of violation;

The bidder shall be subject to the debarment provisions of Section 10-38 of the County Code as if the bidder were a contractor where the bidder has violated this section, either directly or indirectly or any combination thereof, on three or more occasions. As used herein, a "direct violation" shall mean a violation committed by the bidders and an "indirect violation" shall mean a violation committed by a lobbyist representing said bidder. If this contract is entered into a violation of this section, it shall also render the contract voidable.

G. Criminal Conviction Disclosure

Pursuant to County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County."

H. Debarment Disclosure Affidavit

Pursuant to County Ordinance No. 93-129, the bidder will agree to comply with the provisions of this ordinance, which prevents the contractor, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into this contract with the County during the period for which they have been debarred. It is the bidders responsibility to ascertain that none of the subcontractors, their officers, principals, or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 and Administrative Order 3-2 before submitting the bid proposal. The Disclosure Affidavit requires the bidder to affirm under oath, that the County debars neither the bidder, its subcontractors, or their officers, principals nor affiliates, at the time of the bid proposal. If the bidder fails

to complete the Disclosure Affidavit it shall not be awarded this contract. If this contract is entered into in violation of this ordinance, it is void, and any person who willfully fails to disclose the required information or who knowingly discloses civil or criminal penalties, or both can punish false information, as provided for in the law. (See Appendix - Section 1)

I. Independent Private Sector Inspector General

- (1) Pursuant to A.O. 3-20, the County has the right to retain the services of an independent private sector inspector general (IPSIG). Upon written notice from the County, the Vendor shall make available to the IPSIG retained by the County all requested records and documents for inspection and copying. The terms of this provision apply to the bidder, its offices, agents and employees. Nothing contained in this provision shall impair any independent right of the County to audit or investigate the operations, activities and performance of the Vendor in connection with this contract. The terms of this provision are neither intended, nor shall they be construed, to impose any liability on the County by the Vendor or third parties.
- (2) Pursuant to Ordinance 97-215 Miami-Dade County has established the Office of Inspector General, which is required to perform mandatory random audits on all County contracts throughout the duration of each contract. The cost of the audit for this contract shall be  $\frac{1}{4}$  of 1% of the total contract amount which cost the (Contractor/Vendor/Consultant) agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the (Contractor/Vendor/Consultant). The audit cost shall also be included in all change orders to this contract and all contract renewals and extensions.

Accordingly, the audit cost will be deducted from progress payments to the (Contractor/Vendor/Consultant) pursuant to all change orders, contract renewals and extensions.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The inspector general is empowered to analyze the necessity of and reasonableness of proposed change orders to the contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process

including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/Vendor/Consultant), its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon 14 days prior written notice to (Contractor/Vendor/Consultant) from the Inspector General or IPSIG retained by the Inspector General, the (Contractor/Vendor/Consultant) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the (Contractor's/Vendor's/Consultant's) possession, custody or control which, in the Inspector General's or IPSIG's sole judgement, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personal records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of the contract.

Nothing in this contract shall impair any independent right to the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

J. Minority and Disadvantaged Business Enterprises

The County endeavors to obtain the participation of all minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, 175 NW 1st Avenue, 28<sup>th</sup> Floor, Miami, FL 33123-1844, Phone: 305-349-5960.

K. Public Entity Crimes Sworn Statement

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list

following a conviction for a public entity crime may not submit a bid on a bid solicitation to provide goods and/or services to a public entity, may not submit a bid on a bid solicitation with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor or, supplier, or subcontractor or consultant under a bid solicitation with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

L. Living Wage

In accordance with Ordinance 99-44 beginning November 11, 1999, all Service Contractors who enter into this contract shall agree to pay the Living Wage required by Ordinance 99-44 to all its employees providing Covered Services. The current Living Wage applied to this contract (if applicable) is \$8.56 per hour plus Health Benefits as described in the aforementioned ordinance or \$9.81 per hour without Health Benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set forth in Section “C” (Indexing). Such Health Benefits shall consist of payment of at least \$1.25 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of Health Insurance must be submitted to the County to qualify for the wage rate for employees with health benefits. The Service Contractor shall also agree to produce all documents and records relating to payroll and compliance with this Ordinance prior to award of this bid solicitation upon request by the Department of Procurement Management, Bids & Contracts Division.

The provisions in this Ordinance applies to all Service Contracts involving the expenditure of over \$100,000 per year for the following types of ("Covered Services") services:

- (i) Food preparation and/or distribution
- (ii) Security services
- (iii) Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling
- (iv) Clerical or other non-supervisory office work, whether temporary or permanent
- (v) Transportation and parking services including airport and seaport services

- (vi) Printing and reproduction services
- (vii) Landscaping, lawn and/or agricultural services

If records reflect, that the Service Contractor is in violation of this Ordinance, the County has the right to sanction the Service Contractor to include but not limited to termination, fine and suspension.

**This Ordinance encompasses various responsibilities that must be accomplished by the successful bidder such as record keeping, posting and reporting. Upon the award of this contract, the successful bidder must be prepared to comply with these requirements as outlined in Ordinance 99-44.**

M. Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

Miami-Dade County and the Greater Miami Chamber of Commerce seek to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics that will guide their relationships with customers, clients and suppliers. This Model Code can and should prominently be displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

**By affixing a signature in the Bid Proposal signature page the bidder hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the bidder firm's code varies in any way the bidder must identify the difference(s) on a separate document(s) (cover).**

Compliance with Government Rules and Regulations

- ◆ We, the undersigned will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- ◆ In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- ◆ We, the undersigned will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, selection and Compensation of Vendors and Suppliers

- ◆ We, the undersigned will avoid conflicts of interest and disclose such conflicts when identified;
- ◆ Gifts, which compromise the integrity of a business transaction, are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- ◆ All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- ◆ Our products will comply with all applicable safety and quality standards;
- ◆ We, the undersigned will promote and advertise our business and its products or services in a manner which is not misleading and does not falsely disparage our competitors;
- ◆ We, the undersigned will conduct business with government agencies and employees in a manner, which avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- ◆ Our bids will be competitive, appropriate to the bid documents and arrived at independently;

- ◆ Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful bidder;
- ◆ We, the undersigned will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- ◆ We, the undersigned will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- ◆ We, the undersigned will not seek or expect preferential treatment on bids based on our participation in political campaigns.

#### Public Life and Political Campaigns

- ◆ We, the undersigned encourage all employees to participate in community life, public service and the political process, to the extent permitted by law;
- ◆ We, the undersigned encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues, to the extent permitted by law;
- ◆ Our contributions to political parties, committees or individuals will only be made in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- ◆ We, the undersigned will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- ◆ We, the undersigned will not knowingly disseminate false campaign information or support those who do.

#### Pass-through Requirements

This Code prohibits pass-through whereby the prime firm requires that the MBE firm accept payments as a MBE and pass through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

The Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

N. Individuals and Entities Doing Business with the County not Current in their Obligations to the County (See Appendix – Section 1)

Pursuant to Ordinance No. 99-162 and Section 2-8.1 of the County Code, no individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (herein referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code, shall be allowed to receive any additional County contracts, purchase orders or extensions of County contracts until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

#### 1.4 MODIFICATION OR WITHDRAWAL OF A BID

A. Modification of a Bid

Any modification by the bidder to a bid shall be submitted to the Clerk Of The Board prior to the time and date set for bid opening. The bidder shall submit the new bid proposal form and a letter, on company letterhead, signed by an authorized agent of the bidder stating that the new submittal

supersedes the previously submitted bid proposal. The sealed envelope shall contain the same information as required for submitting the original bid. In addition, the envelope shall contain a statement that this bid replaces the previously submitted bid. No modifications of a bid shall be accepted after the bid has been opened.

B. Withdrawal of a Bid

A bid shall be irrevocable unless the bid is withdrawn as provided herein. Only written letter received by the Clerk Of The Board prior to the bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the bid was opened and prior to award, by submitting a letter to the contact person identified on the front cover of this bid solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

## 1.5 EVALUATION OF A BID

A. Rejection of Bid

- (1) The County may reject any bidder's Proposal and award to the next lowest responsive/responsible bidder or may reject and re-advertise for all or any part of this bid solicitation, whenever it is deemed in the best interest of the County. The County shall be the sole judge of what is in its "best interest."
- (2) The County may reject any bid if: (a) prices are not fair and reasonable, as determined by the County, and/or exceed the County's estimated budget for this bid solicitation; (b) the bidder take exceptions to or modifies the terms and conditions of this bid solicitation; (c) the bidder failed to satisfy claims on previous contracts with the County or past-due payments for County services or claims for damage to County property. The County shall be the sole judge of what is "fair and reasonable."

B. Bankruptcy

- (1) Any vendor who, at the time of bid submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, may be declared non-responsible.
- (2) The County reserves the right to terminate this contract, if, during the term of any contract the vendor has with the County, he/she becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law.

C. Bidder's Past Performance

Pursuant to County Ordinance No. 98-42, the bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the bid proposal received for this bid solicitation.

D. Elimination from Consideration

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

E. Waiver of Informalities

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

F. Demonstration of Competency

- (1) A bid will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this bid solicitation. The bidder must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or services if awarded this bid solicitation.
- (2) The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder possesses the requirement as outlined in the above paragraph, and is capable of performing the requirement of this bid solicitation. The County may consider any evidence available regarding the financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with the County or any other governmental entity in making the award.
- (3) The County may require the bidder to show evidence that they have been designated as an authorized representative of a manufacturer, supplier and/or distributor, if required by this bid solicitation.
- (4) The County reserves the right to audit all records pertaining to and resulting from any award from this bid solicitation, financial or otherwise.
- (5) In the event that the bidder will sub-contract all or part of its work to another vendor, or will obtain the goods required in conjunction with this contract with another source of supply, the bidder may be required to verify the competency of its subcontractor or supplier. The County

reserves the right, before awarding this contract to require the bidder to submit such evidence of its subcontractor, as it may deem necessary.

G. Copy of Bid Tabulation

The bidder who desires to receive a copy of the bid tabulation shall enclose a self-addressed/stamped envelope (correct size of envelope and postage is a must depending on the amount of information involved) when submitting its bid proposal. Bid results will not be given out by telephone or facsimile.

## 1.6 AWARD OF BID SOLICITATION

A. Contract

This bid solicitation, any addenda and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.

B. Tie Bid

The Director of Bids and Contracts or designee, and according to County Resolution 1574-88 will decide any tie bid.

C. Additional Information

The award of this bid solicitation may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or Technical Specifications. The successful bidder shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the County. Where the successful bidder is in default of the contractual requirements, the County, through action taken by the Department of Procurement Management, Bids & Contracts Division, may rescind the award.

D. Term of Contract

The term of this bid solicitation shall be specified on one of three documents, issued to the successful bidder. These documents may either be this bid solicitation, a purchase order or an award sheet.

E. Contract Extension

The County reserves the right to automatically extend this contract for up to ninety (90) calendar days beyond the stated contract term. The County shall notify the successful bidder in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if, the

County and the successful bidder are in mutual agreement of such extensions.

F. Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under this bid solicitation.

G. Estimated Quantities

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

H. Non-Exclusive Contract

Although the purpose of this bid solicitation is to secure a contract that can satisfy the total needs of the County or of a specific County agency, it is hereby agreed and understood that this bid solicitation does not constitute the exclusive rights of the successful bidder to receive all orders that may be generated by the County in conjunction with this bid solicitation. In addition, any and all commodities, equipment, and service required by the County in conjunction with construction projects are solicited under a distinctly different bid process and shall not be purchased under the terms, conditions and awards rendered under this bid solicitation, unless such purchases are determined to be in the best interest of the County.

I. Local Preference

The award of this bid solicitation is subject to County Ordinances Nos. 94-166 and 94-196; which, except where Federal or State law mandates to the contrary, allow preference to be given to a local business in the amount of one and one-half percent (1.5%) for Miami-Dade County. For the purposes of the applicability of this Ordinance, "local business" means the bidder has its headquarters located in Miami-Dade County or has a place of business located in Miami-Dade County at which it will produce, distribute and/or perform a substantial portion of the goods and/or services to be purchased.

J. Limited Contract Extension

Any specific work assignment which commences prior to the termination date of the contract and which will extend beyond the termination date including any previous contract extension(s) shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in this bid solicitation.

## 1.7 RIGHT OF APPEAL

Any bidder may protest any recommendation for contract award or rejection of all bids, in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended by, County Ordinances Nos. 95-201 and 95-126, and as established in Administrative Order 3-21.

A. Bid Award Recommendation Over \$500,000.00

This bid award recommendation will be in writing, signed by the Director of the Department of Procurement Management or designee and filed with the Clerk of the Board. The bidder shall have **ten (10) business days** after the filing of an award recommendation to file a written protest with the Clerk of the Board. As a condition of initiating a protest of award recommendation, the bidder shall post at the time of filing a **Surety Bond** (cashier's check or money order) in the amount of **\$500.00** payable to the Board of County Commissioners. **Failure to file the proper Bond at the time of filing the protest will result in denial of the protest. If, the Hearing Examiner's ruling is in favor of the County's recommendation, the bidder's Bond may be forfeited and the County may seek all costs, attorneys and administrative fees.**

B. Bid Award Recommendation Over \$100,000.00 and up to \$500,000.00

This bid award recommendation will be posted in the lobby of the Stephen P. Clark Building. It shall be the responsibility of the bidder to monitor such Bulletin Board after the bid opening to ascertain that a recommendation for award has been made. Bid award recommendations are posted by 9:00 A.M., every Monday. In addition, the bidder can call the **bid Award Recommendation Line** at **305-375-4724** or **(800) 510-4724**, or **contact the person identified on the cover page of this bid solicitation**. The bidder shall have **five (5) business days** after the posting of an award recommendation to file a written protest with the Department of Procurement Management, Bids and Contracts Division. The bidder shall post at the time of filing, a **Surety Bond** (cashier's check or money order) in the amount of **\$500.00** payable to the Board of County Commissioners. **Failure to submit the proper Bond at the time of filing the protest will result in denial of the protest. If, the County Manager, or designee, upholds the recommendation of the contracting**

department, the bidder's Bond may be forfeited and the County may seek all costs, attorneys and administrative fees.

## 1.8 CONTRACTUAL OBLIGATIONS

### A. Rules, Regulations, Licensing Requirements

The successful bidder shall comply with all laws and regulations applicable to the goods and/or services contained in this bid solicitation. The bidder is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the goods and/or services offered.

### B. County Contractors Employment and Procurement Practices Affidavit

In accordance with the requirements of Ordinance 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Manager for award by the Board of County Commissioners.

(See Appendix - Section 1)

### C. Conditions of Material and Packaging

- (1) Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage

and comply with the County's Recycled Packaging Resolution No. 738-92. (See Appendix - Section 1)

- (2) All goods furnished shall be fully guaranteed by the successful bidder against factory defects and workmanship. The successful bidder at no expense to the County shall correct any defects, which may occur within the period of the manufacturer's standard, and/or any implied warranty. The Special Conditions may supersede the standard manufacturer's warranty.

D. Subcontracting

- (1) Unless otherwise specified in this bid solicitation, the successful bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of this bid solicitation for default.
- (2) Quarterly reporting when a subcontractor is utilized: The successful bidder is advised that when a subcontractor is utilized to fulfill the terms and conditions of this bid solicitation, County Resolution No. 1634-93 will apply to this bid solicitation. This resolution requires the successful bidder to file quarterly reports as to the amount of contract monies received from the County and the amount that have been paid by the successful bidder directly to certified Black, Hispanic and Women-Owned businesses, performing part of this bid solicitation work. Additionally, the listed businesses are required to sign reports, verifying their participation in this bid solicitation work and their receipt of such monies. The requirements of this resolution shall be in addition to any other reporting requirements by Federal, State or local laws, ordinances or administrative orders.
- (3) Where subcontracting is permitted, the successful bidder shall obtain written consent of the County prior to utilizing the subcontractor. All actions of any subcontractor are the sole responsibility of the successful bidder.

Note: This requirement is separate and independent from any requirements that may be contained in the Special Conditions, Paragraph 2.2.

- (4) In accordance with Ordinance No. 97-104, all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall include, as part of their bid or proposal submission, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor

will perform, and all suppliers who will supply materials for the contract work direct to the bidder or respondent and describes the materials to be supplied. Failure to include such listing with the bid or proposal shall render the bid or proposal non-responsive. Ordinance No. 97-104, applies to all contracts whether competitively by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedure must also provide a listing of all first tier subcontractors and direct suppliers. 'Subcontractor/Supplier Listing, SUB Form 100' may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County. (See Appendix - Section 1)

**NOTE: ORDINANCE NO. 97-104 REQUIRES A BID OR PROPOSAL FOR A COUNTY OR PUBLIC HEALTH TRUST CONTRACT INVOLVING THE EXPENDITURE OF \$100,000 OR MORE INCLUDE A LISTING OF SUBCONTRACTORS AND SUPPLIERS WHO WILL BE USED ON THE CONTRACT, AND PROVIDES FAILURE TO INCLUDE THE REQUIRED LISTING SHALL RENDER THE BID OR PROPOSAL NON-RESPONSIVE. THE REQUIRED LISTING MUST BE SUBMITTED AND SIGNED EVEN THOUGH THE BIDDER OR PROPOSER WILL NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS ON THE CONTRACT. IN THE LATTER CASE, THE LISTING MUST EXPRESSLY STATE NO SUBCONTRACTORS, OR SUPPLIERS, AS THE CASE MAY BE, WILL BE USED ON THE CONTRACT. TIMELY SUBMISSION OF A PROPERLY COMPLETED AND SIGNED "SUBCONTRACTOR/SUPPLIER LISTING, SUB FORM 100" (A COPY OF WHICH IS INCLUDED IN THE BID PACKAGE) CONSTITUTE COMPLIANCE WITH THE LISTING REQUIREMENTS OF THE ORDINANCE. IN ORDER TO BE DEEMED PROPERLY COMPLETED, THE WORD "NONE" MUST BE ENTERED UNDER THE APPROPRIATE HEADING OF SUB FORM 100 IF NO SUBCONTRACTORS OR SUPPLIERS WILL BE USED ON THE CONTRACT.**

- (5) In accordance with County Ordinance No. 97-35 (Fair Subcontracting Policies), "all successful bidders/respondents on County contracts in which subcontractors may be used, shall be subject to and comply with Ordinance 97-35 as amended, requiring bidders/respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:
- a) Notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
  - b) Invites local subcontractors to submit bids in a practical, expedient way;
  - c) Provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid;
  - d) Allows local subcontractors to meet with appropriate personnel of the bidder to discuss the bidder's requirements; and
  - e) Awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the bidder's stated objectives.

All bidders/respondents seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Bidders/Respondents who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners."

(See Appendix – Section 1)

E. Assignment

The successful bidder shall not assign, transfer, or otherwise dispose of this contract, including any rights, title or interest therein, or their power to execute such contract to any person, company, or corporation without the prior written consent of the County.

F. Delivery

Unless otherwise specified in this bid solicitation, prices quoted shall be F.O.B. Destination with freight included in the proposed price.

G. Employee is the Responsibility of the Successful Bidder

The employee of the successful bidder shall be considered to be, at all times, employee of the successful bidder under its sole direction and not

an employee or agent of the County. The successful bidder shall supply a competent and physically capable employee. The County may require the successful bidder to remove an employee it deems unacceptable. Each employee shall wear proper identification.

H. Indemnification of County by the Successful Bidder

The successful bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the successful bidder or its employees, agents, servants, partners, principals or subcontractors. The successful bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The successful bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

I. Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted services at all times by the successful bidder during the term of this contract. The successful bidder shall be held responsible for repairing or replacing property, to the satisfaction of the County, which is damaged by reason of the successful bidder's operation on County property.

J. 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.

### 1.9 MODIFICATION OF THE CONTRACT

The contract may be modified by unilateral action of the County or by mutual consent, in writing, and through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### 1.10 TERMINATION OF CONTRACT

#### A. Termination for Convenience

The County, at its sole discretion, may terminate this contract without cause by providing the successful bidder with thirty (30) day advance notice. Upon the receipt of such notice, the successful bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful bidder, as determined by the County, regardless of the method of payment required by this contract. The County shall be the sole judge of "reasonable costs."

#### B. Termination for Default

The County may terminate this contract upon the failure of the successful bidder to comply with any provision and/or requirements of this contract. The County's decision not to take action upon failure of the successful bidder to perform shall not be construed as a waiver of the ability of the County to take additional action at a later date and time. The County shall also have the ability to place the successful bidder on probation and/or terminate any portion of this contract. The date of termination shall be stated in a written notice to the successful bidder. In the event the successful bidder is terminated for default, the County reserves the right to re-procure the goods and/or services from the next lowest responsive responsible bidder or re-solicit the goods and/or services. The County may further charge the successful bidder any differences in cost between the successful bidder's price and the re-awarded price and/or any costs associated with re-awarding or re-soliciting this contract. The County may also debar or suspend the successful bidder from conducting business with the County, and/or eliminate the defaulted contractor from consideration in future bid solicitation, in accordance with appropriate County ordinances, resolutions and/or administrative orders.

#### C. Ordinance 93-137

Any individual or corporation or other entity that attempts to meet its contractual obligations with the county through fraud, misrepresentation

or material misstatement, the county shall, whenever practicable, terminate the contract. The county as a further sanction may terminate or cancel any other contracts with such individual or other entity. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Notwithstanding, any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years.

### 1.11 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this bid solicitation, the bidder must contact the **Clerk of the Board at 305-375-5126.**

### 1.12 YEAR 2000 COMPLIANCE WARRANTY

Definition: For the purpose of this Year 2000 warranty, the term "Product" shall include software, firmware, and micro code, hardware and embedded chip technology.

Vendor warrants that the Product is Year 2000 Compliant. All versions of the product offered by the vendor and purchased by the County, for which the Vendor is obligated to provide maintenance service are, and in the future, will be, Year 2000 Compliant. Year 2000 Compliant mean the Product will include the ability to: consistently handle date information after January 1, 2000, including accepting date input, providing date output and processing dates; function after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following January 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century.

The duration of this warranty and the remedies available to the County for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), defects in the Product with regard to Year 2000 Compliance, if any, will be corrected by Vendor at Vendor's cost within a timeframe mutually agreed upon with the County. Vendor cannot be held responsible for errors resulting from devices or systems to this contract which are permitted to directly access any database provided under this Agreement and overwrite Product date fields or from the users improper integration of non-Year 2000 compliant systems.

Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this contract with respect to defects other than Year 2000 performance.

**YEAR 2000 REMEDY CLAUSE**

In the event of any decrease in product functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating beyond the Millennium Date Change, Licensors and Vendors of Licensors products, agree to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein at no charge to the licensee, and without interruption to the ongoing business of licensee, time being of the essence.

**RESELLERS**

All products bid under this bid/contract will be Year 2000 compliant. Year 2000 compliant means the Product will include the ability to: consistently handle date information after January 1, 2000, including accepting date input, providing date output, and processing dates; function after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following January 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations after the leap year of February 29, 2000 and store and provide output of date information in way that are unambiguous as to century. Resellers may provide a "pass through warranty" from the manufacturers/software developer, which meets all the warranty requirements by the County, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

## SECTION 2.0 SPECIAL CONDITIONS

**TREES & PALMS: FURNISH AND DELIVER; FURNISH, DELIVER AND INSTALL;  
AND RELOCATION.****2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this Invitation To Bid is to establish a contract for the purchase of Trees and Palms as follows: 1. Furnish & Deliver; 2. Furnish, Deliver & Install; and 3. Relocation in conjunction with the County's needs on an as needed when needed basis.

**2.2 INTENTIONALLY OMITTED****2.3 INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT: TWELVE(12) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for twelve (12) months and upon completion of the expressed and/or implied warranty period.

**2.5 OPTION TO RENEW (2) TWO YEARS (With Price Adjustment)**

The prices for a one (1) year period from effective date shall be consistent with the provisions outlined in section 2.7 of these special terms and conditions; at which time Miami-Dade County shall have the option to renew for an additional two (2) years on a year to year basis. At that time Miami-Dade County will consider an adjustment to price based on the Consumer Price Index, Wage Earners and Clerical Workers in the Miami-Ft. Lauderdale Area for Other Goods and Services. It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative; not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

In the event that the bidder declines the County's right to exercise the option period, the County will consider the successful bidder in default and affect its eligibility for future contracts.

**NOTE: SHOULD THE COUNTY EXERCISE THE OPTION TO RENEW,  
IT SHALL BE ONLY FOR THOSE ITEMS ORIGINALLY  
AWARDED.**

**2.6 METHOD OF AWARD: TO THREE (3) BIDDERS BY ITEM**

Award of this contract will be made to the lowest three (3) responsive, responsible bidders on an item by item basis. While the award will be made to multiple Bidders by item to assure availability, the lowest Bidder by item will be given the first opportunity to perform under the Terms and Conditions of the Contract.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract.

**2.8 INTENTIONALLY OMITTED****2.9 INTENTIONALLY OMITTED****2.10 INTENTIONALLY OMITTED****2.11 INDEMNIFICATION AND INSURANCE - (1) GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentality's from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentality's may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of , relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentality's as herein provided.

The vendor shall furnish to Bid Section, Miami-Dade County, c/o Procurement Management Division, 111 NW 1st Street, Suite 2350, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property

damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notices to the certificate holder.

**NOTE:DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of County Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.0, para 1.6 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement charges from the Bidder in conjunction with Section 1.10, of the General Terms and Conditions.

2.12 **BID GUARANTY FOR A SPECIFIC AMOUNT**

All bids shall be accompanied by a bid guaranty in the form of a Certified Check, Cashier's Check or Bid Bond in the amount of \$5,000.00 payable to the Board of County Commissioners of Dade County, Florida and conditioned upon the successful bidder submitting the specified performance bond within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any bid proposal which is not accompanied by a bid guaranty shall be considered non-responsive and ineligible for award. In case of failure or refusal to submit the performance bond within the time stated, the security submitted with the bid will be forfeited as liquidated damages because of such failure or default, and the County shall not accept any proposal from the Bidder for a twelve (12) month period following such default. All bidders shall be entitled to the return of their Bid Bond within ten (10) calendar days after execution of a contract between a successful bidder and Dade County.

The following specifications shall apply if a Bid Bond is provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
  3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.13 **PERFORMANCE BOND BASED ON PERCENTAGE OF BID PRICE:**

The bidder to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents **100% of the Bid price offered by the Bidder**. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form. The completed form shall be delivered to the County within 15 calendar days after award by the Board of County Commissioners. If the bidder fails to deliver the Payment and Performance Bond within this specified time,

including granted extensions, the County shall declare the bidder in default of the contractual terms and conditions and the bidder shall surrender its Bid Bond, and the County shall not accept any proposal from the Bidder for a twelve (12) month period following such default.

The following specifications shall apply to the bond required above:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled " Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

- E. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.14 **INTENTIONALLY OMITTED**

2.15 **METHOD OF PAYMENT: INVOICE FOR SINGLE DELIVERY**

The successful bidder shall submit an invoice to the County using department(s) that requested the items through a purchase order. The date of the invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. The invoice shall reference the appropriate purchase order number, the delivery address, and the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County department when the items were delivered and accepted.

2.16 **SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the various facilities.

2.17 **DELIVERY SHALL BE FIVE (5) DAYS AFTER ORDER IS PLACED BY THE COUNTY; UNLESS OTHERWISE STATED.**

The bidder shall make deliveries within five (5) calendar days, unless otherwise stated, after the date that the County department orders the items. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days as stated in its proposal, the County reserves the right to cancel the contract after any back order period which is specified in the Special Conditions has lapsed. If the contract is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the bidder with any re-procurement costs.

**2.18 BACK ORDERS SHALL NOT BE ALLOWED**

The County shall not accept any back orders of deliveries from the bidder. Accordingly, the bidder is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored. In the event that the bidder fails to deliver the goods within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the bidder for any re-procurement costs.

**2.19 WARRANTY SHALL BE SIX (6) MONTHS FROM DATE OF ACCEPTANCE****A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of six (6) months after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full six (6) months; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

**2.20 CONTACT PERSONS:**

For any additional information regarding the specifications and requirements of this contract, contact: Mr. Jose A. Sanchez, CPPB at (305) 375-4265.

**2.21 COUNTY-WIDE/STATE-WIDE USAGE**

Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein.

Each Governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting herefrom, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments, determine shipping terms and issue its own exemption certificates as required by the bidder.

It is understood that unless specified in Section 2, paragraph 2.16, entitled "Shipping Terms", all prices shall be quoted, "FOB Destination." For entities other than those belonging to Miami-Dade County or those located outside of the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the entity, prior to shipping the goods.

It is also understood and agreed that Dade County is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

**SURCHARGE FEE AND QUARTERLY SUMMARY REPORT**

Per Miami-Dade County Surcharge Fee Ordinance No. 98-43, please be advised that this contract is subject to a user surcharge fee in the amount of **2% on all sales** resulting from this contract or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein.

Vendors shall be required to furnish the attached Quarterly Surcharge Payment Report in a timely manner. Quarterly reports and all applicable payments must be submitted to GSA/Accounts Receivable, no later than 15 days after the end of each quarter, regardless of the value of sales during the preceding quarter.

By submission of these sales summary reports and corresponding surcharge fees, the vendor is attesting to their correctness. All such reports and fees shall be subject to audit by Miami-Dade County.

Failure to submit the following Quarterly Surcharge Payment Report and make applicable payments in a timely manner, may result in termination or cancellation of contract with the non-conforming vendor and any and all remedies relating to the collection of such fees shall be enforceable. Additionally, any procurement charges may be charged to the vendor in default. Willful failure or falsification of sales reports or failing to make timely payments of the surcharge fee shall constitute sufficient cause for terminating the contract for cause of the non-conforming vendor.

MIAMI-DADE COUNTY

Department of Procurement Management , Bids & Contracts Division

111 NW 1st Street  
 Suite 2350  
 MIAMI, FLORIDA, 33128  
 (305) 375-5289

**Vendor Instructions for Completing Quarterly Surcharge Payment Report:**

- 1) Complete section 1, 2, 3, and sign form.
- 2) Enter amount of total amount paid with this summary.
- 4) Make check payable to **Board of County Commissioners.**
- 5) Attach check to report form and remit to:

GSA/Accounts Receivable  
 111 NW 1st Street  
 Suite 2410  
 Miami, FL 33128

NOTE: Quarterly report must be submitted to GSA/Accounts Receivable, no later than 15 days after the end of each quarter, regardless of the value of sales during the preceding quarter.

Start of Quarter	Report/Check (If Applicable) Due
1 <sup>st</sup> Quarter – January 1 – March 31	April 15
2nd Quarter - April 1 - June 30	July 15
3rd Quarter - July 1 – September 30	October 15
4th Quarter – October 1 – December 31	January 15



**IMPORTANT NOTICE TO VENDORS**

This bid contains contractual language which allows municipal and quasi-governmental entities to access the terms and conditions of the contract. After award the following entities will receive copies of our contract Award Sheet. Please feel free to contact the Purchasing Agents listed below to promote the usage of the commodities or services that you were awarded.

**COUNTY-WIDE KEY CONTACT LIST**

**TOWN OF BAY HARBOR ISLANDS**

ATTN: Joseph Fox  
Sup. Public Works  
9665 Bay Harbor Terrace  
Bay Harbor Islands, FL 33154  
(305) 866-6241

**CITY OF NORTH MIAMI BEACH**

Attn: Lynn Gribble  
Purchasing Agent  
17011 N.E. 19th Avenue  
North Miami Beach, Florida 33162  
(305) 948-2976

**CITY OF CORAL GABLES**

Attn: Wayne Moody, Sr. Buyer  
340 San Lorenzo Avenue  
Coral Gables, Florida 33146  
(305) 460-5102

**TOWN OF SURFSIDE**

Attn: Jeffrey I. Naftal, Town Clerk  
9293 Harding Avenue  
Surfside, Florida 33154  
(305) 861-4863

**CITY OF HIALEAH**

Attn: Manuel Rodriguez  
501 Palm Avenue Room 304  
Hialeah, Florida 33011  
(305) 883-5865

**CITY OF BOYNTON BEACH**

Attn: Lana Koester, Purchasing Agent  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
(407) 738-7415

**CITY OF HOMESTEAD**

Attn: Purchasing Director  
790 Homestead Blvd.  
Homestead, Florida 33030-6299  
(305) 247-1801, Ext. 188

**VILLAGE OF KEY BISCAYNE**

Attn: Tom Zannis, Finance Director  
85 W. McIntry Street  
Key Biscayne, FL 33149  
(305) 365-8903

**CITY OF MIAMI BEACH**

Attn: Michael Rath  
Procurement Director  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
(305) 673-7490

**VILLAGE OF VIRGINIA GARDENS**

Attn: Paul Bithorn, Mayor  
6498 NW 38th Terrace  
Virginia Gardens, FL 33166  
(305) 871-6104

**MIAMI-DADE COUNTY**

**BID NO.: 5066-2/03-OTR-SW**

**THE CITY OF MIAMI**  
Attn: Judy S. Carter, Director  
Purchasing Department  
400 SW 2nd Avenue, 16th Floor  
Miami, FL 33130  
(305) 579-6845

**CITY OF NORTH MIAMI**  
Attn: Pam Thompson, Director  
Purchasing Department  
P.O. Box 610847  
North Miami, Florida 33261-0847  
(305) 893-6511, Ext. 2135

**CITY OF AVENTURA**  
Attn: Glen Marcos  
2999 NE 191st Street  
Aventura, FL 33187  
(305) 466-8900

**CITY OF NORTH BAY  
VILLAGE-POLICE DEPT.**  
Attn: F.B. Dunphy, Chief of Police  
7903 East Drive  
North Bay Village, FL 33141  
(305) 758-2626

**MIAMI DADE COMMUNITY COLLEGE**  
Attn: Linda Pagliaro  
Director of Purchasing  
11011 SW 104th Street  
Miami, FL 33176  
(305) 237-2400

**CITY OF OPA-LOCKA**  
Attn: Rona M. Sandler  
Purchasing Director  
12950 Lejune Rd  
Opa-Locka, FL 33054  
(305) 953-2825

**UNIVERSITY OF MIAMI**  
Attn: Susan Montes  
Director of University Purchasing  
P.O. Box 248184  
Coral Gables, FL 33124  
(305) 243-3464

**INDIAN CREEK VILLAGE**  
Attn: Melissa Garcia  
Purchasing Department  
9080 Bay Drive  
Indian Creek, FL 33154  
(305) 365-4121

**CITY OF HALLANDALE**  
Attn: E. Dent McGough, Director  
Central Services Department  
400 S. Federal Highway  
Hallandale, Florida 33009  
(954) 457-1331

**MIAMI SHORES VILLAGE**  
Attn: John Rumble/Scott Davis  
Purchasing Department  
1701 NW 103 Street  
Miami Shores, FL 33147  
(305) 795-2210

**CITY OF DEERFIELD BEACH**  
Attn: Donna M. Council  
Purchasing Agent  
210 Goolsby Blvd.  
Deerfield, Florida 33442  
(954) 480-4380

**DADE COUNTY PUBLIC SCHOOLS**  
Attn: Joe Gomez, Director  
Division of Procurement Mgt.  
1450 N.E. 2nd Avenue  
Miami, Florida 33432  
(305) 995-1364

**CITY OF OAKLAND PARK**

Attn: Larry Fagen,  
Purchasing Agent  
3650 N.E. 12th Avenue  
Oakland Park, FL 33334  
(305) 561-6105

**BAL HARBOUR VILLAGE**

Attn: Purchasing Agent  
655 96th Street  
Bal Harbour, Florida 33154  
(305) 866-4633

**BROWARD COMMUNITY COLLEGE**

Attn: Janet Rickenbacker  
Purchasing Director  
225 E. Las Olas Blvd.  
Ft. Lauderdale, FL 33301  
(954) 761-7455

**BROWARD COUNTY**

Attn: Glenn R. Cummings  
Purchasing Director  
115 So. Andrews Ave. Room 212  
Ft. Lauderdale, FL 33301  
(954) 357-6070

**DEPARTMENT OF OFF STREET PARKING**

Purchasing Office  
Attn: Carlos Vilches  
190 N.E. 3 Street  
Miami, FL 33132  
(305) 373-6789

**SOUTH FL. WATER MGT DISTRICT**

Attn: Julie Stern  
Procurement & Contract Admin.  
3301 Gun Club Road  
West Palm Beach, FL 33406  
(407) 686-8800

**CITY OF MIAMI SPRINGS**

Attn: John M. Benson  
Purchasing Director  
201 Westward Drive  
Miami Springs, FL 33166  
(941) 339-6260

**CITY OF HOLLYWOOD**

Attn: John L. Weyrauch  
P.O. Box 229045  
Hollywood, Florida 33022-9045  
(954) 921-3210

**CITY OF MARGATE**

Attn: Patricia Greenstein  
Purchasing Agent  
5790 Margate Blvd.  
Margate, FL 33063  
(954) 972-6454

**CITY OF SOUTH MIAMI**

Attn: Kathy Vazquez  
Purchasing Director  
6130 Sunset Drive  
South Miami, FL 33143  
(305) 663-6339

**JACKSON MEMORIAL HOSPITAL**

Purchasing Office  
Attn: Tom Przybyski, Director  
1611 NW 12th Ave.  
Miami, FL 33136  
(305) 585-2289

**CITY OF WEST PALM BEACH**

Attn: Purchasing Manager  
1045 Charlotte Ave.  
West Palm Beach, FL 33401  
(407) 659-8036

**MIAMI-DADE COUNTY**

**BID NO.: 5066-2/03-OTR-SW**

STATE OF FLORIDA DADE COUNTY  
DEPARTMENT OF HEALTH  
Attn: Donald E. Young  
Purchasing Agent I  
1350 NW 14th Street,  
Bldg. 1, Room 202  
Miami, FL 33125  
(305) 324-2416

CITY OF PEMBROKE PINES  
Attn: David E. Fitzgerald,  
Buyer  
P.O. Box 9000  
Pembroke Pines, FL 33084  
(954) 435-6717

BROWARD COUNTY SHERIFF'S OFFICE  
Attn: Leslie A. Dell  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312  
(954) 831-8170

TRI-COUNTY RAIL AUTHORITY  
Attn: Jane Davis-Ember  
Purchasing Department  
305 South Andrews Avenue  
Fort Lauderdale, FL. 33301  
(954) 728-8512

CITY OF FLORIDA CITY  
Attn: Sonia Young Hernandez

404 W. Palm Drive  
Florida City, FL 33034  
(305) 247-8221, Ext. 124

TOWN OF DAVIE  
Attn: Herb Hyman,  
Procurement Manager  
6591 Orange Drive  
Davie, FL 33314  
(954) 797-1016

TOWN OF GOLDEN BEACH  
Interim Town Manager  
1 Golden Beach Drive  
Golden Beach, FL 33160  
(305) 932-0744, Ext. 21

CITY OF SUNRISE  
Attn: Marsha Peterson  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351  
(954) 572-2274

DORIS ISON SOUTH DADE COMMUNITY  
HEALTH CENTER  
Attn: Ivory L. Williams, Pro. Spec.  
10300 SW 216th Street  
Miami, FL 33190  
(305) 253-5100

CITY OF RIVIERA BEACH  
Attn: Veronique Rellford  
Purchasing Director  
2391 Ave. "L"  
Riviera Beach, FL 33404  
(407) 845-4180

CITY OF WEST MIAMI  
Attn: Yolanda Aguilar,  
City Manager  
901 SW 62nd Avenue  
West Miami, FL 33144  
(305) 266-1122

PALM BEACH COUNTY SHERIFF'S OFFICE  
Attn: Lisette Alfonso  
Purchasing Manager  
415 Gator Dr  
Lantana, Fl 33462  
(407) 533-1225

**CITY OF BOCA RATON**  
Attn: Carol Thomas,  
Purchasing Manager  
201 W Palmetto Park Rd  
Boca Raton, FL 33432  
(407) 393-7876

**CITY OF POMPANO BEACH**  
Attn: Ernie Siegrist,  
General Servs. Director  
P.O. Drawer 1300  
Pompano Beach, FL 33061  
(954) 786-4098

**CITY OF MIAMI SPRINGS**  
Attn: John M. Benson  
201 Westward Drive  
Miami Springs, FL 33166  
(954) 885-4581

**CITY OF SUNNY ISLES BEACH**  
ATTN: Charlene Coletta  
17070 Collins Ave., Suite 250  
Sunny Isles Beach, FL 33160  
(305) 947-0606

**STATE-WIDE KEY CONTACT LIST**

**BROWARD COMMUNITY COLLEGE**  
Attn: Janet Richkenbacker  
Purchasing Director  
225 E. Las Olas Blvd.  
Ft. Lauderdale, FL 33301  
(954) 761-7455

**CITY OF FORT PIERCE**  
Attn: Tony Barnes  
Purchasing Director  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
(407) 460-2200

**CITY OF FORT WALTON BEACH**  
Attn: Byron Armstrong  
Purchasing Director  
P.O. Box 4009  
Fort Walton Beach, FL 3254  
(904) 244-2045

**CITY HALL – PURCHASING DEPT.**  
Attn: Charlotte A. Heisler, CPPB  
Assistant Purchasing Agent  
326 W. Marion Avenue  
Punta Gorda, FL 33950  
(941) 575-3368

**CITRUS COUNTY SCHOOL BOARD**  
Attn: William Humbaugh  
Director of Management Operations  
1007 West Main Street  
Inverness, FL 34450  
(352) 726-1931

**CITY OF GREEN ACRES CITY**  
Attn: David Miles  
Purchasing Director  
5958 Tenth Avenue Nor  
Green Acres City, FL 33463  
(561) 642-2013

**CHARLOTTE COUNTY BD. OF COUNTY**  
Attn: Kimberly Churchwell  
Purchasing Director  
18500 Murdock Circle  
Port Charlotte, FL 33948-1094  
(941) 743-1372

**CITY OF LEESBURG**  
Attn: John Spence  
Purchasing Director  
P.O. Box 490630  
Leesburg, FL 34749-0  
(904) 728-9880

**CITY OF BRADENTON**

Attn: ED J. Hargaden  
Purchasing Director  
1300 6th Street West  
Bradenton, FL 34205  
(941) 748-0800

**CITY OF DUNEDIN**

Attn: Jeff Thomas  
Purchasing Manager  
750 Milwaukee Avenue  
Dunedin, FL 34698  
(813) 738-1843

**CITY OF EUSTIS**

Attn: Norman Showley  
Director of General Svcs.  
P.O. Drawer 68  
Eustis, FL 32727-0068  
(352) 483-5470

**CITY OF FT. MYERS**

Attn: Robert George  
Purchasing Director  
P.O. Box 2443  
Ft. Myers, FL 33902-2443  
(941) 332-0593

**CITY OF PORT ST. LUCIE**

Attn: David Pollard  
Purchasing Director  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(407) 871-7391

**CITY OF PANAMA CITY**

Attn: Veryl J. McIntyre  
General Servs. Director  
519 East 7th Street  
Panama City, FL 32401  
(850) 872-3070

**CITY OF JACKSONVILLE**

Attn: Jacquie Gibbs  
Chief Procurement & Supply  
220 East Bay Street 3  
Jacksonville, FL 322  
(904) 630-1192

**CITY OF LAKELAND**

Attn: Pat. Williams  
Purchasing Director  
1140 E. Parker Street  
Lakeland, FL 33801  
(813) 499-6780

**CITY OF LONGWOOD**

Attn: Rhonda Ledford  
Purchasing Director  
175 W. Warren Avenue  
Lakeland, FL 32750-4197  
(407) 260-3480

**CITY OF MELBOURNE**

Attn: David McCue  
Purchasing Manager  
900 E. Strawbridge Ave  
Melbourne, FL 32900  
(407) 953-6271

**CLAY COUNTY SCHOOL BOARD**

Attn: Ann Martin,  
Purchasing Director  
900 Walnut Street  
Green Cove, Springs FL 32043  
(904) 284-6502

**COLLIER COUNTY PURCHASING**

Attn: Steve Carnell,  
Purchasing Director  
3301 E. Tamiami Trail  
Naples, FL 34112  
(941) 774-8425

**MIAMI-DADE COUNTY**

**BID NO.: 5066-2/03-OTR-SW**

**CITY OF POMPANO BEACH**  
Attn: Ernie Siegrist  
General Servs. Director  
P.O. Drawer 1300  
Pompano Beach, FL 33061  
(954) 786-4098

**COLLIER COUNTY SCHOOL BOARD**  
Attn: Nancy Goodwin-Sirko  
Purchasing Director  
3710 Estey Avenue  
Naples, FL 33942  
(813) 643-2700

**CITY OF RIVIERA BEACH**  
Attn: Veronique Rellford  
Purchasing Director  
2391 Avenue "L"  
Riviera Beach, FL 33404  
(407) 845-4180

**COLUMBIA COUNTY SCHOOL BOARD**  
Attn: R.M. "Mike" Null,  
Purchasing Director  
528 W. Duval St.  
Lake City, FL 32055  
(904) 755-8030

**CITY OF ST. AUGUSTINE**  
Attn: M.D. Strickland  
P.O. Box Drawer 219  
St. Augustine, FL 33061  
(901) 825-1020

**DEPT. OF CORRECTIONS-REGION**  
Attn: Patti Casey,  
Purchasing Director  
P.O. Box 147007  
Gainesville, FL 32614  
(352)955-2035

**CITY OF ST. PETERSBURG**  
Attn: Louis Moore  
Purchasing Director  
P.O. Box 2842  
St. Petersburg, FL 33731  
(813) 893-7220

**EMBRY RIDDLE AERO. UNIV.**  
Attn: Kathy Welch  
Purchasing Director  
600 S. Clyde Morris Blvd.  
Daytona Beach, FL 32174-3900  
(904) 226-6243

**CITY OF TAMPA**  
Attn: Joan McConnell  
Purchasing Director  
306-E. Jackson St., 2<sup>nd</sup> Flr. East  
Tampa, FL 33602  
(813) 274-8353

**HILLSBOROUGH COUNTY  
PURCHASING**  
Attn: Theodore Grable  
Purchasing Director  
601 E. Kennedy Blvd. County Center  
Tampa, FL 33602  
(813) 272-5290

**CITY OF VENICE**  
Attn: John Enlow  
Purchasing Director  
401 West Venice Avenue  
Venice, FL 34285  
(813) 485-3311

**HRS-DISTRICT 14 STATE OF FLORIDA**  
Attn: Glenda "Dianne" Forgey  
Purchasing Director  
P.O. Box 605  
Polk City, FL 33868  
(941) 533-4276

**MIAMI-DADE COUNTY**

**BID NO.: 5066-2/03-OTR-SW**

**CITY OF WINTER SPRINGS**  
Attn: JP Petrencsik  
Purchasing Director  
1126 E. SR. 434  
Winter Springs, FL 32708-2799  
(407) 327-1800

**INDIAN RIVER SCHOOL DISTRICT**  
Attn: Rick Chuma,  
Purchasing Director  
1990 25th Street  
Vero Beach, FL 32960  
(561) 770-5581

**LEE COUNTY SCHOOL DISTRICT**  
Attn: Michael Bowen  
Purchasing Director  
2523 Market Street  
Ft. Myers, Florida 33901-3901  
(941) 337-8201

**PINELLAS COUNTY SCHOOL BOARD**  
Attn: Mark Lindemann  
Purchasing Director  
301 4th Street SW  
Largo, FL 33770  
(813) 588-6143

**LEE COUNTY SHERIFF'S OFFICE**  
Attn: Robert Anderson  
Purchasing Director  
14750 Six Mile Cypress Pkwy.  
Fort Myers, Florida 33912  
(941) 477-1312

**POLK COUNTY SCHOOL**  
Attn: Gerald Wilson  
Purchasing Director  
2470 Clower Lane  
Bartow, FL 33831-9005  
(813) 534-0300

**LEON COUNTY SCHOOL BOARD**  
Attn: Byron Williams  
Purchasing Director  
2757 West Pensacola Street  
Tallahassee, Florida 32303  
(904) 487-7283

**PUTNAN COUNTY**  
Attn: Willian Phillips  
Purchasing Director  
P.O. Box 1647  
Palatka, FL 32177  
(904) 329-0370

**MANATEE COUNTY**  
Attn: Rob Cuthbert  
Purchasing Director  
1112 Manatee Ave., West  
Suite 803  
Bradenton, FL 32405  
(813) 749-3041

**OKALOOSA COUNTY BOCC**  
Attn: James "Pete" Sumblin  
Purchasing Director  
602-C N. Pearl Street  
Crestview, FL 32536  
(904) 689-5960

**SCHOOL BOARD OF SARASOTA COUNTY**  
Attn: Pat Black  
Purchasing Director  
101 Old Venice Rd.  
Osprey, FL 34229  
(813) 486-2183

OSCEOLA SCHOOL DISTRICT

Attn: Donald Miller  
Purchasing Director  
817 Bill Beck Blvd.  
Kissimmee, FL 34744  
(407) 870-4625

ST. JOHNS COUNTY SCHOOL BOARD

Attn: Don Hurd  
Purchasing Director  
299 School House Rd.  
St. Augustine, FL 32095  
(904) 826-3312

PASCO COUNTY, BCC

Attn: Frank Fortino  
Purchasing Director  
8919 Government Drive  
New Port, FL 34654  
(813) 847-8194

TAMPA SPORTS AUTHORITY

Attn: Joseph Haugabrook  
Purchasing Director  
4201 N. Dale Marby HWY.  
Tampa, FL 33607  
(813) 673-4300

VOLUSIA COUNTY SCHOOL BOARD

Attn: Tom Simms  
Purchase Director  
P.O. Box 2118  
Deland, FL 32721  
(904) 255-6475

VOLUSIA COUNTY

Attn: Kenneth Hayslette  
Purchase Director  
123 W. Indiana Ave., 3rd Floor  
Deland, FL 32720-4608  
(904) 736-5935

CITY OF OCALA

Attn: John Tingué  
Purchasing Director  
P.O. Box 1270  
Ocala, FL 34478  
(352) 351-6700

DEPARTMENT OF TRANSPORTATION

Attn: Doug Smit  
Contractual Services  
3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309-3421  
(954) 777-4477

ORANGE COUNTY

Purchasing Department  
201 S. Rosalind Avenue  
Orlando, FL 32802  
(407) 836-5635

CITY OF OVIEDO

Attn: Denise K. Schneider,  
400 Alexandria Blvd.  
Oviedo, FL 32765  
(407) 977-6058

2.22 **ACCEPTANCE OF TREES AND PALMS BY THE COUNTY**

The trees and palms shall be maintained and delivered to the County in excellent condition. If a tree and/or palm do not meet specifications, the bidder must exchange it with a suitable replacement or for full credit at no additional cost to the County.

2.23 **ACCIDENT PREVENTION AND BARRICADES:**

Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines

levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.24 **ACCIDENT PREVENTION AND REGULATIONS:**

Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**A. CONTRACTOR, OPERATING RESPONSIBILITIES:**

**I. MAINTENANCE OF TRAFFIC**

The applicable portions of the Public Works Manual, Part 1, as pertains to the maintenance of traffic, and the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and subsequent revisions and addenda, as published by the U.S. Department of Transportation, Federal Highway Administration, and guidelines given below shall apply.

Contractor shall install from beginning to end of this maintenance operation, warning signs and/or any other warning and safety devices advising motorists of work being done in the area. All signs shall be temporary and must be removed at the end of the work operation, or at the end of day whichever comes first.

The following guidelines must be followed during each maintenance operation:

**1. When no lanes are blocked:**

- a. All Contractor vehicles must have beacons and flashes on.
- b. "MEN WORKING" signs must be set up before starting operations.
  - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
  - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
  - Orange safety cones shall be set at edges of travel lanes in the immediate area of work.
- c. Vehicles shall be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

**2. When a lane is to be blocked:**

- a. No traffic lane shall be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
  - Flagmen shall be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
  - There shall be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle blocking lane have a flashing arrow board.
- d. Failure to comply with any of these requirements will result in immediate suspension of work. Contractor must then notify Miami-Dade County of correction and call for re-inspection.

**II. SAFETY:**

- A. Contractor agrees to perform all work outlined in the contract in such a manner as to meet all accepted standards for safe practice during the maintenance operation; to safely maintain equipment, and machines, and agrees additionally to accept the sole responsibility for complying with all local, County, or State or legal terms requirements including, but not limited to full compliance with the applicable terms and safety orders of O.S.H.A., so as to protect all persons, including contractor's employees, agents of the County, vendors, members of the public, or others, from injury, or damage to their property. The contractor(s) shall provide each employee with a safety vest, or reflective tee-shirt, and establish a safe working zone (as defined by specifications) during all work operations.
- B. The County, through its designees reserves the right to issue immediate restraint or cease and desist orders to contractors, when unsafe or harmful acts are observed or reported, relative to the performance of the work under the contract.
- C. 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 at the site. Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the site, including prompt report thereof to the Project Manager.

D. Hazardous conditions, not caused or correctable by the contractor are to be immediately reported to the County Project Manager.

2.25 **AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County which identifies the requirements of the additional County department(s) or agency(ies).

2.26 **CLEAN-UP**

All unusable materials and debris shall be removed from the premises. At completion, the successful bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Department Project Manager.

2.27 **DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY BIDDER:**

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

2.28 **DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER**

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within thirty (30) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the County's Project Administrator. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the County shall place the Bidder on default, obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

2.29 **FURNISH AND INSTALL REQUIREMENTS**

These specifications describe the various functions and classes of work required as necessary for the completion of the project. Any technical omissions of functions or classes within the sections of these specifications shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

2.30 **LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

Unless otherwise provided in Section 3 of this Solicitation entitled "Technical Specifications", the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.31 **LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these Specifications to comply with the Dade County Pollution Control Ordinance as stated in Chapter 24 of the Metro-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

2.32 **LICENSES, PERMITS AND FEES**

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. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

2.33 **NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A WORK ORDER; WHICH SHALL BE NUMBERED AND DATED.**

The Bidder shall neither commence any work nor enter a County work premise until a Work Order directing the Bidder to proceed with various items of work has been received from any authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be specified in the Special or Technical Specifications.

2.34 **PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:**

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.35 PRIMARY VENDOR DESIGNATION:**

While the method of award identified in Section 2.6 of the Special Terms and Conditions prescribes the method for determining the lowest responsive, responsible bidder, the County reserves the right to award this contract as follows:

1. To the designated lowest bidder as the primary vendor.
2. To the designated second lowest bidder as the secondary vendor, and
3. To the designated third lowest bidder as the tertiary bidder.

If the County exercises this right, the primary vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the primary vendor declines this opportunity, the County shall seek the identified goods or services from the secondary vendor. It should be noted that price adjustments, if allowed under the terms and conditions of this bid, may affect the order of designation.

**2.36 PURCHASE OF OTHER TREES AND PALMS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES:**

While the County has listed all major trees and palms on the bid solicitations which are utilized by County departments in conjunction with its operations, there may be additional trees and palms that are not listed and/or ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact all awarded vendors to obtain a price quote for the additional trees and palms and/or ancillary items.

**2.37 RISK OF LOSS**

The vendor assumes the risk of loss of damage to the County's property during possession by the vendor and until delivery and acceptance to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The successful bidder/vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the Agreement. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**2.38 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER**

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any procurement costs incurred by the County.

**2.39 SUPERINTENDENT SHALL BE SUPPLIED BY THE BIDDER**

The successful Bidder shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Bidder and all communications given to and all decisions made by the superintendent shall be binding to the Bidder. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Bidder under its sole direction and not an employee or agent of Dade County.

**2.40 TOXIC SUBSTANCES/Federal "Right to Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, The successful Bidder(s) shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

Additionally, Bidder(s) may be requested to provide Material Safety Data Sheets to the Specification Specialist during the evaluation period.

Bidders should contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center  
2551 Executive Center  
Circle West  
Tallahassee, Florida 32301-5014  
Telephone: 1-800-367-4378

**2.41 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**SECTION 3.0 TECHNICAL SPECIFICATIONS****TREES AND PALMS: FURNISH & DELIVER; FURNISH, DELIVER & INSTALL, AND RELOCATION.****3.1 SCOPE:**

This contract shall require one or a combination of the following activities, as listed in the Bid Proposal Forms, to be provided by the vendor when requested by various Miami-Dade County for the period stated: Trees and Palms: Furnish & Deliver; Furnish, Deliver & Install; Relocation at locations designated by the County.

**3.2 QUALITY:**

- All plant material supplied hereunder shall be Florida Grade #1 or better as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants with regard to shape and branching structure, foliage and root system as typical for each species.
- All plant material is to be provided free of insects and diseases or they shall not be accepted.
- The County reserves the right to inspect and tag the trees in the nursery or to inspect them upon delivery to the planting site. Trees that do not meet the quality and size specification will not be accepted, and will not be planted. If the vendor disagrees with the County as to the condition of the plant material, the County will request a third party assessment by the Florida Department of Agriculture. Both parties will accept results of this review.

**3.3 CERTIFIED SEED:**

All "Malayan dwarf" and "Maypan" coconuts supplied hereunder shall only be those grown from APHIS-certified seed nuts from Jamaica or Costa Rica. The vendor shall provide copies of invoices and shipping receipts for the APHIS-certified seed nuts used to grow these palms when the trees are ordered by the County.

**3.4 PREPARATION OF PLANT MATERIAL, "FURNISH & DELIVER, OR "FURNISH, DELIVER AND INSTALL":**

All trees must be root pruned using standard nursery industry practice, not less than six (6) weeks or more than six (6) months prior to planting. No plants shall be accepted when the root ball has been cracked, broken, or damaged in any fashion. Plants are to be protected during transport to avoid windburn, dehydration of the root ball or other damage. Once the tree is removed from the ground at the nursery, it must be planted within 48 hours.

**3.5 FURNISH, DELIVER AND INSTALL PLANT MATERIAL:**

The trees and palms will be transported by the vendor to the designated site or sites and planted in locations as indicated by the County representative(s). The trees, planting materials and work methods must be in accordance with all specifications herein.

**3.6 FURNISH AND DELIVER PLANT MATERIAL:**

When the trees/palms are ready to be planted, they are to be transported by the vendor to the site or sites designated by the County representative(s). At that time, the trees will be inspected by the County representative(s). If the trees are acceptable, the County then assumes responsibility for the trees including unloading the material.

**3.7 SIZE OF PLANT MATERIAL:**

Size of the tree or palm will be determined by measuring from existing ground level to the topmost portion of the tree.

Overall height of tree(s) must have relational size of trunk caliper and size of root ball as follows:

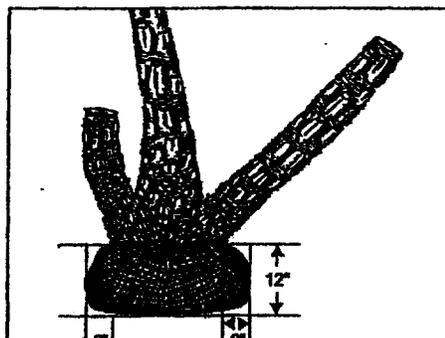
HEIGHT	CALIPER	MINIMUM DIAMETER OF ROOTBALL	MINIMUM DEPTH OF ROOTBALL
06' - 08'	1-1/4" Minimum	18"	12"
08' - 10'	1-1/2" Minimum	20"	14"
10' - 12'	2" Minimum	24"	16"
12' - 14'	2-1/2" Minimum	28"	18"
14' - 16'	3" Minimum	32"	21"
16' - 18'	3-1/2" Minimum	36"	24"

NOTE: All measurement of caliper is to be made 6" above ground level. Crown spread diameter to be consistent with guidelines provided in the most current edition of Florida Grades and Standards for Nursery Plants.

**PALMS - MINIMUM ROOTBALL SIZE FOR ALL TYPES OF FIELD-GROWN PALMS**

OVERALL HEIGHT	WIDTH OF BALL <sup>1</sup>	DEPTH OF BALL
< 15 feet	Diameter of trunk + 08" each side	12"
15 - 25 feet	Diameter of trunk + 10" each side	18"

NOTE: <sup>1</sup> Width shall be a partial radius measured from the base of the trunk in single trunked palms, or from the base of the stem farthest from the center of the cluster in clustering palms. See Fig.4.



**3.8 PLANTING: (for planting detail illustration of a Typical Palm and a Typical Tree see pages 33 and 34)**

**A. Planting:**

The planting pit shall be a minimum of 24" wider than the diameter of the root ball unless otherwise directed by the County representative(s). The depth of the pit shall be adjusted so that the top of the root ball will be at the same elevation as the existing ground level. All plants shall be centered in the hole. Burlap is to be untied and pulled away from the top of the ball unless otherwise specified in writing by the County representative(s).

**B. Backfill Material:**

The existing material excavated from the planting pit is to be used as backfill.

**1. Fertilizer:**

All trees are to be fertilized at time of planting with Atlantic Florida East Coast Fertilizer Mixture (No. 5231) 12-06-08 slow-release fertilizer or equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rate is 2 lbs./tree.

All palms are to be fertilized at time of planting with Atlantic Florida East Coast Fertilizer Mixture (No. 6878) 08-04-12 slow-release improved palm special fertilizer or equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rates to be as follows:

Moderate and Heavy Trunk and Large Cluster Palms	3 Lbs./Palm
Slender Trunk and Small Cluster Palm	1-1/2 Lbs./Palm

**2. Mulch:**

A planting saucer will be established the same size as the diameter of the planting pit and the rim shall be no higher than 4". The mulch is to be Forestry Research Products Florimulch (Melaleuca mulch) free of viable seed and burrowing nematodes and certified by the Florida Department of Agriculture or equal and is to be spread evenly inside the saucer to a depth of 3".

**3. Watering-In:**

Plants are to be watered-in during the planting process to eliminate all air pockets in the backfill material. On installation and relocation work, the contractor shall provide all labor and materials required to perform the following watering schedule.

**4. Watering Schedule:**

After planting trees and palms they are to be watered as follows:

- 3 times/week for the first 4 weeks
- 2 times/week for the second 4 weeks
- 1 time/week for the third 4 weeks.

Application Rate:

- Trees and slender trunk palms/6 gallons /watering
- Moderate and heavy trunk palms/10 gallons/watering.

Note: The User Department will be responsible for verifying that the watering schedule is adhered to.

**5. Supplemental Watering:**

If prevailing weather conditions warrant additional watering of trees or palms the County representative(s) will determine the need and the contractor will be paid the price per tree or palm that the contractor bids times the number of trees and watering.

**6. Staking and guying:**

This work shall be performed in accordance with the standard details for trees or palms attached to these specifications. Palms shall be staked using the Arborlock Staking Systems or equal. Trees shall be guyed using Arbor Tie (a flat woven polypropylene material with 900 lb. break strength) manufactured by Deep Root Partners, L.P., or equal. If the County representative(s) determines that staking or guying is not required the unit cost bid by the Contractor shall be deducted from the cost of each tree or palm.

Six (6) months after planting the contractor shall return to the site and remove all materials used for staking and guying. At the discretion of the County representative(s) the period for staking and guying may be extended beyond six (6) months but for no longer than one (1) year.

**7. Cleanup:**

The installation contractor shall at all times keep the premises clean of waste materials or rubbish caused by his employees or his work. Surplus materials excavated at the job site shall be removed and disposed of properly by the Contractor.

**8. Repair of Damage:**

The Contractor shall take all precaution(s) necessary to prevent damage to existing structures, curbs, walkways, pavement, marked utilities, etc. Where minor damage to turf areas occurs all ruts and other irregularities are to be filled with clean sand and leveled. If more extensive turf areas are disrupted grading and sodding of the area will be

required. Any such damage will be repaired by the Contractor at his expense within ten (10) working days after notification and before payment is made.

9. Utility Location:

At public facilities where underground utilities are present it will be the responsibility of the contractor to mark the utility location and contact the County facility, or County Project Manager to verify utility locations. When planting or relocating trees within the public right-of-way it is the responsibility of the Contractor to contact the appropriate utilities and have the utility locations marked. Conflicts between utility locations and tree locations may result in adjustments to tree locations or a reduction in the quantity of trees ordered. In these cases the County representative(s) will determine the adjustments to be made.

10. Guarantees:

All trees and palms shall be guaranteed for a period of six (6) months. At the end of the guarantee period the County representative(s) will inspect the plant material. Any trees or palms that are dead, have significant dieback or are not in viable condition in the County representative's opinion must be replaced.

Replacements must be equal to the original tree in species, size and specification. Interim inspections may be made at the discretion of the County during the guarantee period and any replacements needed shall be made at that time. All replacements must be made within thirty (30) days of notification to the Contractor. Should any replacements make during the guarantee period die before the end of the six (6) month guarantee they must again be replaced.

**3.9 TREES AND PALMS TO BE RELOCATED:**

When the trees/palms are ready to be relocated the County representative(s) shall mark the new location(s) for the contractor. The contractor shall provide all labor, materials, and equipment necessary to perform the relocation work. Trees to be relocated that are destroyed or receive excessive damage during relocation, shall be replaced in-kind and size. The tree/palm relocation, planting materials and work methods must be in accordance with all specifications for trees and palms furnish and install.

All necessary permits for relocation will be the responsibility of the County.

Caliper of trees to be transplanted shall be measured at 6" above grade for the trees up to 4" in diameter, 12" above grade for larger trees.

Size of palms will be determined by measuring from existing ground level to the topmost portion of the tree.

**3.10 PREPARATION OF PLANT MATERIAL TO BE RELOCATED:**

- A. Trees shall be root pruned six (6) weeks prior to relocation. No backhoes shall be used in the process. The County may waive root pruning when time will not allow. The guarantee shall not apply to relocated trees that are not root pruned. Root ball size for all trees and palms to be relocated shall be as specified in the most current edition of Florida Grades and Standards for Nursery Plants.
- B. Pruning of the canopy shall be executed just prior to root pruning. The extent of pruning shall be the minimum needed to reduce shock resulting from severing of roots, however no branches larger than 1" in diameter shall be trimmed other than at the branch collar. Interior sucker growth and dead wood shall be first removed, followed by selective pruning of branches and limbs. Limbs that cross through the tree crown shall be removed before other limbs are removed. Pruning shall not destroy the form of the tree. All cuts shall be made outside of the branch collar.
- C. Backfilling Trench: backfill the trench with coarse sand. Trees shall be watered in at this time to eliminate air pockets in the backfill.
- D. Bracing and Guying of Trees After Root Pruning: Bracing or guying at time of severing roots shall be provided if required by the County representative(s) to support trees during the root regeneration period. Such work shall provide stability and support to the extent that trees are maintained in a vertical position for duration of the root regeneration period.

**3.11 GUARANTEE FOR RELOCATED TREES AND PALMS:**

All trees and palms that are relocated and that have been root pruned shall be guaranteed for a period of three (3) months after relocation. After relocation, the contractor will be paid one-half of the bid price. At the end of the guarantee period, the relocated plant material will be inspected and the contractor will be paid the balance due for all trees or palms that are alive and are likely to survive. No additional payment will be made for trees or palms that are dead or have dieback to the extent that the relocated material is not viable.

**MIAMI-DADE COUNTY**

**BID NO.: 5066-2/03-OTR-SW**



CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street  
17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983



OPENING: 2:00 P.M.  
WEDNESDAY  
January 10, 2001

INVITATION TO BID  
SECTION 4.0  
BID PROPOSAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM  
JAS Bids & Contracts Division

Date Issued: 12/04/00

This Bid Proposal Consists of  
Pages 35 through 51

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Proposal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Proposal, will be received at the office of the Clerk of the Board at the address shown above on behalf of the Dade County Board of County Commissioners until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Proposal Requirement.

**TREES & PALMS: FURNISH & DELIVER; FURNISH, DELIVER & INSTALL; AND  
RELOCATION OF TREES & PALMS FOR VARIOUS MIAMI-DADE COUNTY  
DEPARTMENTS FOR A TWELVE (12) MONTH PERIOD WITH COUNTY OPTION  
TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS**

A Bid Deposit in the amount of \$5,000.00 of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 100% of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 595-75	
SR PROCUREMENT AGENT: Jose A. Sanchez, CPPB	

FIRM NAME: \_\_\_\_\_

**RETURN THREE COPIES OF BID PROPOSAL PAGES ONLY**

**FAILURE TO SIGN PAGE 51 OF SECTION 4.0, BID PROPOSAL, WILL RENDER  
YOUR BID NON-RESPONSIVE**

BID PROPOSAL FOR:

TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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**GROUP I: TREES & PALMS; FURNISH AND DELIVER**

Bucida buceras 'Shady Lady', Black Olive				
1)	25 ea.	10' - 12'	\$ _____ X 25 \$	_____
2)	25 ea.	12' - 14'	\$ _____ X 25 \$	_____

Bursers simaruba, Gumbo Limbo				
3)	500 ea.	10' - 12'	\$ _____ X 500 \$	_____
4)	300 ea.	12' - 14'	\$ _____ X 300 \$	_____
5)	100 ea.	14' - 16'	\$ _____ X 100 \$	_____

Calophyllum brasiliense, Brazil Beautyleaf				
6)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
7)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____

Cassia fistula, Golden Shower; 10' - 12'				
8)	100 ea.		\$ _____ X 100 \$	_____

Cassia javanica, Apple Blossom Shower				
9)	25 ea.	08' - 10'	\$ _____ X 25 \$	_____
10)	25 ea.	10' - 12'	\$ _____ X 25 \$	_____

Cassia surattensis, Glaucus Cassia				
11)	100 ea.	06' - 08'	\$ _____ X 100 \$	_____
12)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____

Chrysophyllum oliviforme, Satin Leaf				
13)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
14)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____

Clusia rosea, Pitch Apple; 8' - 10'				
15)	50 ea.		\$ _____ X 50 \$	_____

Coccoloba diversifolia, Pigeon Plum				
16)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
17)	200 ea.	10' - 12'	\$ _____ X 200 \$	_____
18)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____

**BID PROPOSAL FOR:  
TREES & PALMS**

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP I; cont'd</b>				
Conocarpus erectus, Green Buttonwood (Tree Type)				
19)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
20)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
Conocarpus erectus, Green Buttonwood (Bush Type)				
21)	100 ea.	06' - 08'	\$ _____ X 100 \$	_____
22)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
Conocarpus erectus var. Sericeus, Silver Buttonwood (Tree Type)				
23)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
24)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____
Conocarpus erectus var. Sericeus, Silver Buttonwood (Bush Type)				
25)	50 ea.	06' - 08'	\$ _____ X 50 \$	_____
26)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
Cordia boissieri, White Geiger 06' - 08'				
27)	25 ea.		\$ _____ X 25 \$	_____
Cordia sebestena, Orange Geiger				
28)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
29)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
Delonix regia, Royal Poinciana				
30)	50 ea.	12' - 14'	\$ _____ X 50 \$	_____
31)	50 ea.	14' - 16'	\$ _____ X 50 \$	_____
Eugenia foetida, Spanish Stopper; 06' - 08'				
32)	25 ea.		\$ _____ X 25 \$	_____
Ficus aurea Strangler Fig; 10' - 12'				
33)	50 ea.		\$ _____ X 50 \$	_____
Filicium decipiens, Japanese Fern Tree; 10' - 12'				
34)	25 ea.		\$ _____ X 25 \$	_____

**BID PROPOSAL FOR:  
TREES & PALMS**

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP I; cont'd</b>				
Guaiacum sanctum, Lignum-vitae				
35)	25 ea.	06' - 08'	\$ _____ X 25 \$	_____
36)	25 ea.	08' - 10'	\$ _____ X 25 \$	_____
Ilex cassine, Dahoon Holly				
37)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
38)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
39)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____
Jacaranda acutifolia, Jacaranda				
40)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
41)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
42)	50 ea.	12' - 14'	\$ _____ X 50 \$	_____
Krugiodendron ferreum, Black Ironwood; 08' - 10'				
43)	25 ea.		\$ _____ X 25 \$	_____
Lagerstroemia speciosa, Queen's Crape Myrtle; 10' - 12'				
44)	50 ea.		\$ _____ X 50 \$	_____
Lagerstroemia indica, Crape Myrtle; 08' - 10'				
45)	50 ea.		\$ _____ X 50 \$	_____
Ligustrum lucidum, Glossy Privet				
46)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
47)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
Lysiloma latisiliqua, Wild Tamarind				
48)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
49)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____
Lysiloma sabicu, Sabicu				
50)	75 ea.	08' - 10'	\$ _____ X 75 \$	_____
51)	75 ea.	10' - 12'	\$ _____ X 75 \$	_____

**BID PROPOSAL FOR:  
TREES & PALMS**

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP I; cont'd</b>				
52)	25 ea.	Mastichodendron foetidissimum, Mastic 08' - 10'	\$ _____ X 25 \$	_____
53)	25 ea.	Myrcianthes fragrans, Simpson Stopper; 06' - 08'	\$ _____ X 25 \$	_____
54)	25 ea.	Myrica cerifera, Wax Myrtle 06' - 08'	\$ _____ X 25 \$	_____
55)	25 ea.	08' - 10'	\$ _____ X 25 \$	_____
56)	25 ea.	Myrsine guianensis, Myrsine ; 06' - 08'	\$ _____ X 25 \$	_____
57)	25 ea.	Noronhia emarginata, Madagascar Olive; 08' - 10'	\$ _____ X 25 \$	_____
58)	100 ea.	Peltophorum pterocarpum, Yellow Poinciana 10' - 12'	\$ _____ X 100 \$	_____
59)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____
60)	25 ea.	Piscida piscipula, Jamaican Dogwood; 08' - 10'	\$ _____ X 25 \$	_____
61)	25 ea.	Psidium littorale, Cattley Guava 08' - 10'	\$ _____ X 25 \$	_____
62)	25 ea.	10' - 12'	\$ _____ X 25 \$	_____
63)	1000 ea.	Quercus virginiana, Live Oak 10' - 12'	\$ _____ X 1000 \$	_____
64)	750 ea.	12' - 14'	\$ _____ X 750 \$	_____
65)	750 ea.	14' - 16'	\$ _____ X 750 \$	_____
66)	100 ea.	16' - 18'	\$ _____ X 100 \$	_____
67)	100 ea.	18' - 20'	\$ _____ X 100 \$	_____
68)	25 ea	Spathodea campanulata, African Tulip Tree; 10' - 12'	\$ _____ X 25 \$	_____

**BID PROPOSAL FOR:  
TREES & PALMS**

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP I; cont'd</b>				
Swietenia mahagoni, Mahogany				
69)	500 ea.	10' - 12'	\$ _____ X 500 \$	_____
70)	500 ea.	12' - 14'	\$ _____ X 500 \$	_____
71)	500 ea.	14' - 16'	\$ _____ X 500 \$	_____
Tabebuia heterophylla, Pink Trumpet Tree				
72)	200 ea.	08' - 10'	\$ _____ X 200 \$	_____
73)	200 ea.	10' - 12'	\$ _____ X 200 \$	_____
74)	200 ea.	12' - 14'	\$ _____ X 200 \$	_____
Tabebuia caraiba, Yellow Trumpet Tree				
75)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
76)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
77)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____
Tamarindus indica, Tamarind				
78)	75 ea.	10' - 12'	\$ _____ X 75 \$	_____
79)	75 ea.	12' - 14'	\$ _____ X 75 \$	_____
Acoelorrhaphe wrightii, Paurotis palm				
80)	50 ea.	12' - 14'	\$ _____ X 50 \$	_____
81)	50 ea.	16' - 18'	\$ _____ X 50 \$	_____
Bismarckia nobilis, Bismarck Palm; 08' - 10'				
82)	50 ea.		\$ _____ X 50 \$	_____
Chamaerops humilis, European Fan Palm; 06' - 08'				
83)	25 ea.		\$ _____ X 25 \$	_____
Cocos nucifera, Green Malayan Coconut, (Certified Seed Required); 16' - 18'				
84)	200 ea.		\$ _____ X 200 \$	_____
Cocos nucifera, Maypan Coconut, (Certified Seed Required)				
85)	200 ea.	12' - 14'	\$ _____ X 200 \$	_____
86)	200 ea.	16' - 18'	\$ _____ X 200 \$	_____

BID PROPOSAL FOR:  
TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP I; cont'd</b>				
87)	25 ea.	Dypsis lutescens, Areca Palm; 14' - 16'	\$ _____ X 25 \$	_____
88)	25 ea.	Latania lontaroides, Red Latan; 08' - 10'	\$ _____ X 25 \$	_____
89)	100 ea.	Livistona chinensis, Chinese Fan Palm; 10' - 12' (single)	\$ _____ X 100 \$	_____
90)	50 ea.	Phoenix canariensis, Canary Island Date Palm; 10' - 12'	\$ _____ X 50 \$	_____
91)	100 ea.	Ptychosperma elegans, Solitaire Palm; 10' - 12'	\$ _____ X 100 \$	_____
92)	200 ea.	Roystonea elata, Royal Palm 16' - 18'	\$ _____ X 200 \$	_____
93)	200 ea.	18' - 20'	\$ _____ X 200 \$	_____
94)	200 ea.	22' - 24'	\$ _____ X 200 \$	_____
95)	300 ea.	Sabal palmetto, Sabal Palm; 14' - 28'	\$ _____ X 300 \$	_____
96)	25 ea.	Thrinax radiata, Thatch Palm; 06' - 08'	\$ _____ X 25 \$	_____
97)	25 ea.	Veitchia montgomeriana, Montgomery Palm; 10' - 12'	\$ _____ X 25 \$	_____
98)	100 ea.	Wodyetia bifurcata, Foxtail Palm 10' - 12'	\$ _____ X 100 \$	_____
99)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____

## BID PROPOSAL FOR:

## TREES &amp; PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP II: TREES AND PALMS: FURNISH, DELIVER &amp; INSTALL</b>				
Bucida buceras 'Shady Lady', Black Olive				
1)	25 ea.	10' - 12'	\$ _____ X 25 \$	_____
2)	25 ea.	12' - 14'	\$ _____ X 25 \$	_____
Bursers simaruba, Gumbo Limbo				
3)	500 ea.	10' - 12'	\$ _____ X 500 \$	_____
4)	300 ea.	12' - 14'	\$ _____ X 300 \$	_____
5)	100 ea.	14' - 16'	\$ _____ X 100 \$	_____
Calophyllum brasiliense, Brazil Beautyleaf				
6)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
7)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____
Cassia fistula, Golden Shower; 10' - 12'				
8)	100 ea.		\$ _____ X 100 \$	_____
Cassia javanica, Apple Blossom Shower				
9)	25 ea.	08' - 10'	\$ _____ X 25 \$	_____
10)	25 ea.	10' - 12'	\$ _____ X 25 \$	_____
Cassia surattensis, Glaucus Cassia				
11)	100 ea.	06' - 08'	\$ _____ X 100 \$	_____
12)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
Chrysophyllum oliviforme, Satin Leaf				
13)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
14)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____
Clusia rosea, Pitch Apple; 8' - 10'				
15)	50 ea.		\$ _____ X 50 \$	_____
Coccoloba diversifolia, Pigeon Plum				
16)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
17)	200 ea.	10' - 12'	\$ _____ X 200 \$	_____
18)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____

**BID PROPOSAL FOR:  
TREES & PALMS**

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP II; cont'd</b>				
Conocarpus erectus, Green Buttonwood (Tree Type)				
19)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
20)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
Conocarpus erectus, Green Buttonwood (Bush Type)				
21)	100 ea.	06' - 08'	\$ _____ X 100 \$	_____
22)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
Conocarpus erectus var. Sericeus, Silver Buttonwood (Tree Type)				
23)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
24)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____
Conocarpus erectus var. Sericeus, Silver Buttonwood (Bush Type)				
25)	50 ea.	06' - 08'	\$ _____ X 50 \$	_____
26)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
27)	25 ea.	Cordia boissieri, White Geiger 06' - 08'	\$ _____ X 25 \$	_____
Cordia sebestena, Orange Geiger				
28)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
29)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
Delonix regia, Royal Poinciana				
30)	50 ea.	12' - 14'	\$ _____ X 50 \$	_____
31)	50 ea.	14' - 16'	\$ _____ X 50 \$	_____
32)	25 ea.	Eugenia foetida, Spanish Stopper; 06' - 08'	\$ _____ X 25 \$	_____
33)	50 ea.	Ficus aurea Strangler Fig; 10' - 12'	\$ _____ X 50 \$	_____
34)	25 ea.	Filicium decipiens, Japanese Fern Tree; 10' - 12'	\$ _____ X 25 \$	_____

**BID PROPOSAL FOR:  
TREES & PALMS**

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP II; cont'd</b>				
Guaiacum sanctum, Lignum-vitae				
35)	25 ea.	06' - 08'	\$ _____ X 25 \$	_____
36)	25 ea.	08' - 10'	\$ _____ X 25 \$	_____
Ilex cassine, Dahoon Holly				
37)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
38)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
39)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____
Jacaranda acutifolia, Jacaranda				
40)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
41)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
42)	50 ea.	12' - 14'	\$ _____ X 50 \$	_____
Krugiodendron ferreum, Black Ironwood; 08' - 10'				
43)	25 ea.		\$ _____ X 25 \$	_____
Lagerstroemia speciosa, Queen's Crape Myrtle; 10' - 12'				
44)	50 ea.		\$ _____ X 50 \$	_____
Lagerstroemia indica, Crape Myrtle; 08' - 10'				
45)	50 ea.		\$ _____ X 50 \$	_____
Ligustrum lucidum, Glossy Privet				
46)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
47)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
Lysiloma latisilqua, Wild Tamarind				
48)	50 ea.	08' - 10'	\$ _____ X 50 \$	_____
49)	50 ea.	10' - 12'	\$ _____ X 50 \$	_____
Lysiloma sabicu, Sabicu				
50)	75 ea.	08' - 10'	\$ _____ X 75 \$	_____
51)	75 ea.	10' - 12'	\$ _____ X 75 \$	_____

BID PROPOSAL FOR:  
TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP II; cont'd</b>				
52)	25 ea.	Mastichodendron foetidissimum, Mastic 08' - 10'	\$ _____ X 25 \$	_____
53)	25 ea.	Myrcianthes fragrans, Simpson Stopper; 06' - 08'	\$ _____ X 25 \$	_____
54)	25 ea.	Myrica cerifera, Wax Myrtle 06' - 08'	\$ _____ X 25 \$	_____
55)	25 ea.	08' - 10'	\$ _____ X 25 \$	_____
56)	25 ea.	Myrsine guianensis, Myrsine ; 06' - 08'	\$ _____ X 25 \$	_____
57)	25 ea.	Noronhia emarginata, Madagascar Olive; 08' - 10'	\$ _____ X 25 \$	_____
58)	100 ea.	Peltophorum pterocarpum, Yellow Poinciana 10' - 12'	\$ _____ X 100 \$	_____
59)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____
60)	25 ea.	Piscida piscipula, Jamaican Dogwood; 08' - 10'	\$ _____ X 25 \$	_____
61)	25 ea.	Psidium littorale, Cattley Guava 08' - 10'	\$ _____ X 25 \$	_____
62)	25 ea.	10' - 12'	\$ _____ X 25 \$	_____
63)	1000 ea.	Quercus virginiana, Live Oak 10' - 12'	\$ _____ X 1000 \$	_____
64)	750 ea.	12' - 14'	\$ _____ X 750 \$	_____
65)	750 ea.	14' - 16'	\$ _____ X 750 \$	_____
66)	100 ea.	16' - 18'	\$ _____ X 100 \$	_____
67)	100 ea.	18' - 20'	\$ _____ X 100 \$	_____
68)	25 ea	Spathodea campanulata, African Tulip Tree; 10' - 12'	\$ _____ X 25 \$	_____

BID PROPOSAL FOR:  
TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP II; cont'd</b>				
Swietenia mahagoni, Mahogany				
69)	500 ea.	10' - 12'	\$ _____ X 500 \$	_____
70)	500 ea.	12' - 14'	\$ _____ X 500 \$	_____
71)	500 ea.	14' - 16'	\$ _____ X 500 \$	_____
Tabebuia heterophylla, Pink Trumpet Tree				
72)	200 ea.	08' - 10'	\$ _____ X 200 \$	_____
73)	200 ea.	10' - 12'	\$ _____ X 200 \$	_____
74)	200 ea.	12' - 14'	\$ _____ X 200 \$	_____
Tabebuia caraiba, Yellow Trumpet Tree				
75)	100 ea.	08' - 10'	\$ _____ X 100 \$	_____
76)	100 ea.	10' - 12'	\$ _____ X 100 \$	_____
77)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____
Tamarindus indica, Tamarind				
78)	75 ea.	10' - 12'	\$ _____ X 75 \$	_____
79)	75 ea.	12' - 14'	\$ _____ X 75 \$	_____
Acoelorrhaphe wrightii, Paurotis palm				
80)	50 ea.	12' - 14'	\$ _____ X 50 \$	_____
81)	50 ea.	16' - 18'	\$ _____ X 50 \$	_____
Bismarckia nobilis, Bismarck Palm; 08' - 10'				
82)	50 ea.		\$ _____ X 50 \$	_____
Chamaerops humilis, European Fan Palm; 06' - 08'				
83)	25 ea.		\$ _____ X 25 \$	_____
Cocos nucifera, Green Malayan Coconut, (Certified Seed Required); 16' - 18'				
84)	200 ea.		\$ _____ X 200 \$	_____
Cocos nucifera, Maypan Coconut, (Certified Seed Required)				
85)	200 ea.	12' - 14'	\$ _____ X 200 \$	_____
86)	200 ea.	16' - 18'	\$ _____ X 200 \$	_____

BID PROPOSAL FOR:  
TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>GROUP II; cont'd</b>				
87)	25 ea.	Dypsis lutescens, Areca Palm; 14' - 16'	\$ _____ X 25 \$	_____
88)	25 ea.	Latania lontaroides, Red Latan; 08' - 10'	\$ _____ X 25 \$	_____
89)	100 ea.	Livistona chinensis, Chinese Fan Palm; 10' - 12' (single)	\$ _____ X 100 \$	_____
90)	50 ea.	Phoenix canariensis, Canary Island Date Palm; 10' - 12'	\$ _____ X 50 \$	_____
91)	100 ea.	Ptychosperma elegans, Solitaire Palm; 10' - 12'	\$ _____ X 100 \$	_____
92)	200 ea.	Roystonea elata, Royal Palm 16' - 18'	\$ _____ X 200 \$	_____
93)	200 ea.	18' - 20'	\$ _____ X 200 \$	_____
94)	200 ea.	22' - 24'	\$ _____ X 200 \$	_____
95)	300 ea.	Sabal palmetto, Sabal Palm; 14' - 28'	\$ _____ X 300 \$	_____
96)	25 ea.	Thrinax radiata, Thatch Palm; 06' - 08'	\$ _____ X 25 \$	_____
97)	25 ea.	Veitchia montgomeriana, Montgomery Palm; 10' - 12'	\$ _____ X 25 \$	_____
98)	100 ea.	Wodyetia bifurcata, Foxtail Palm 10' - 12'	\$ _____ X 100 \$	_____
99)	100 ea.	12' - 14'	\$ _____ X 100 \$	_____

BID PROPOSAL FOR:  
TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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**GROUP III: RELOCATION OF TREES AND PALMS**

1.	1 ea.	Relocation of trees less than 4" in caliper; per tree	\$ _____	
2.	1 ea.	Relocation of trees 4" to 8" in caliper; per tree	\$ _____	
3.	1 ea.	Relocation of trees 8" to 12" in caliper; per tree	\$ _____	
4.	1 ea.	Relocation of slender single trunk palms less than 20' OA; per palm	\$ _____	
5.	1 ea.	Relocation of slender single trunk palms 21 – 30' OA; per palm	\$ _____	
6.	1 ea.	Relocation of moderate single trunk palms less than 20' OA; per palm	\$ _____	
7.	1 ea.	Relocation of moderate single trunk palm 21 – 30' OA; per palm	\$ _____	
8.	1 ea.	Relocation of heavy trunk palms > 20' OA; per palm	\$ _____	
9.	1 ea.	Relocation of heavy trunk palms 21'-30' OA; per palm	\$ _____	
10.	1 ea.	Relocation of clustering multi-trunk palms less than 15' OA; per palm.	\$ _____	
11.	1 ea.	Relocation of clustering multi-trunk palms, 15-20' OA per palm.	\$ _____	

BID PROPOSAL FOR:  
TREES & PALMS

FIRM NAME: \_\_\_\_\_

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
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OPTIONAL SERVICES:

- |    |       |   |          |             |
|----|-------|---|----------|-------------|
| 1. | 1 ea. | Supplemental watering – Trees and slender trunk palms<br>per tree   | \$ _____ | PER SERVICE |
| 2. | 1 ea. | Supplemental watering – Moderate and heavy trunk palms<br>per palm. | \$ _____ | PER SERVICE |
| 3. | 1 ea. | Palm staking; per palm  | \$ _____ | PER SERVICE |
| 4. | 1 ea. | Tree guying; cost per tree  | \$ _____ | PER SERVICE |

BID NO.: 5066-2/03-OTR-SW



# **APPENDIX**

## **SECTION 1 GENERAL TERMS AND CONDITIONS**

### **AFFIDAVITS FORMAL BID**

BID PROPOSAL FOR:  
TREES & PALMS

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_

**BID PROPOSAL FOR:  
TREES & PALMS**

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days net \_\_\_\_\_ days

FEI NO. : \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

**(Bidder Federal Employer Identification Number as used on Return Form 941)  
If none, Bidder Social Security No.**

The undersigned bidder certifies that this bid proposal is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

\*AUTHORIZED SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**\*PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT**

PRINT NAME OF AFFIANT \_\_\_\_\_

TITLE OF OFFICER \_\_\_\_\_

**FAILURE TO SIGN THIS PAGE, WILL RENDER YOUR BID  
NON-RESPONSIVE**



## MIAMI-DADE COUNTY BID AFFIDAVITS

### **DISABILITY NONDISCRIMINATION AFFIDAVIT** (Resolution R-385-95) Section 1 (1.3 C)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

- **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**  
(Ordinance 93-129) Section 1 (1.3 I)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

- **MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT**  
(Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

- **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING  
BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE  
COUNTY** (Ordinance 99-162) See Section 1 (1.3 O)

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
**(Ordinance 98-30) Section 1 (1.8 B)**

I, being duly first sworn, upon oath deposes that the bidder of this contract has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

Witness: \_\_\_\_\_  
Signature Signature

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

a \_\_\_\_\_ corporation  partnership  joint venture

DOES NOT APPLY - MY COMPANY'S REVENUE IS LESS THAN \$5 MILLION

\_\_\_\_\_  
Signature Date

**PLEASE NOTE:**

*Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt.*

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

**This affidavit must be properly executed by the bidder and included with the bid proposal**

**AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT**  
**(Ordinance 98-30) Section 1 (1.8 B)**

I, being duly first sworn, hereby states that the bidder of this contract has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

Witness: \_\_\_\_\_  
Signature Signature

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

a \_\_\_\_\_ corporation       partnership       joint venture

**PLEASE NOTE:**

*Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt.*

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

**This affidavit must be properly executed by the bidder and included with the bid proposal**

▪ **LIVING WAGE AFFIDAVIT  
(IF APPLICABLE TO THIS CONTRACT)  
(Ordinance 99-44) See Section 1 (1.3 M)**

I, being first duly sworn state that in compliance with County Ordinance 99-44, hereby states that by accepting award of this contract I shall agree to pay the Living Wage required by Ordinance 99-44 to all employees assigned to this contract. I further understand that the current Living Wage applied to this contract is \$8.56 per hour plus Health Benefits as described in the ordinance or \$9.81 per hour without Health Benefits.

**NOTE**

**SIGN AND NOTARIZE THE FOLLOWING PAGE.  
BY SIGNING AND NOTARIZING THE FOLLOWING PAGE YOU  
ARE ATTESTING TO PAGES 1 THROUGH 4 OF THE AFFIDAVITS**











BID NO.: 5066-2/03-OTR-SW

# LIVING WAGE AFFIDAVIT

(County Ordinance 99-44)

**Complete this affidavit if this bid is for a service as outlined in Section 1.0 General Conditions, paragraph 1.3 L of this bid. If bid is not for a covered service, check box below.**

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$8.56 per hour plus health benefits as described in the ordinance, or \$9.81 per hour without health benefits.

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_/\_\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_ Notary Seal

**This bid is NOT for a covered service as outlined in section 1.0 General Conditions para. 1.3L of this bid.**