



INVITATION FOR BID

TREE TRIMMING SERVICES IFB No. 09-13-14

PRE-SOLICITATION CONFERENCE

NOT APPLICABLE

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

TUESDAY, JUNE 17, 2014 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME

TUESDAY, JULY 1, 2014 AT 3:00 PM (LOCAL TIME)

AT

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

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 09-13-14**

Contact Person: Linda Julien, Buyer
Email: l Julien@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



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

Please submit one (1) original Bid, five (5) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and read. Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bids to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

"IMPORTANT, SOLICITATION ENCLOSED"

Tree Trimming Services

IFB No. 09-13-14

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

Event	Date	Time
Advertisement Date:	Thursday, May 29, 2014	
Pre-Solicitation Conference:	Not Applicable	10:00am
Last Date for Receipt of Written Questions:	Tuesday, June 17, 2014	12:00pm
Opening of Solicitation:	Tuesday, July 1, 2014	3:00pm
City Council Contract Approval Date:		

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

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Marc-Anthony Tulloch,
Purchasing Manager

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All of our contract forms are fill-in able and can be found on our website at:

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

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
- A-9 Bid Bond
- A-10 Performance and Payment Bond
- A-14 References

Attachment can be found on the City's website accompanying this Solicitation at:

www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

SECTION 1.0

INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.
- c) "**Contractor**" means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.
- d) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.
- e) "Bidder" or "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.
- f) "Project" is the total sum of all Work and Services (as defined herein) to be performed under Contract.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.
- h) "Solicitation" means this **Invitation for Bids** (IFB) document, and all associated addenda and attachments.
- i) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
- j) "Work" or "Services". This is not for A&E or for construction related services. Should be defined as, "tree trimming and related services at various locations within the City, including but not limited to, clearing and grubbing, tree protection, traffic maintenance, signing and marking, and the removal and disposal of tree debris."

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to

provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

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

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

1.3 INVITATION

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

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

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

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

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

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

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed

in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

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

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

1.11 CANCELLATION OF THE SOLICITATION

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

1.12 PROTEST

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

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount

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

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

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

1.14 DEVELOPMENT COSTS

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

1.15 TAX EXEMPT STATUS

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

1.16 RESPONSE SUBMISSION AND OPENING

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

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

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile

transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

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

1.18 WITHDRAWAL OF RESPONSE

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

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

1.19 PUBLIC RECORDS AND EXEMPTIONS

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

1.20 REJECTION OF RESPONSES

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

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

1.21 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

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

1.22 REVIEW OF RESPONSE FOR RESPONSIVENESS

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

1.23 CITY COUNCIL REVIEW

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

1.24 THE CITY OPTIONS

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

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

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

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

1.25 CONTRACT AWARD

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

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

1.26 RESPONSE SUBMITTAL/ADDENDUMS

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

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

1.27 NON-RESPONSIVE RESPONSES

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

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

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

1.28 CONE OF SILENCE

This Solicitation is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each IFB, IFB and IFB after the advertisement of said IFB, IFB or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City clerk, with the copy thereof to each City council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular IFB, IFB or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

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

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

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

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application

(revised 7/09) from our website at www.northmiamifi.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this IFB.

1.31 EXCEPTION TO THE SOLICITATION

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

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

1.32 PROPRIETARY / CONFIDENTIAL INFORMATION

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

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

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Proposal or Response submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid or Proposal or Response submission, that is appropriate for the goods, services or construction to be purchased; or

- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

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

1.35 COMMUNITY BENEFITS PLAN

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

The Contractor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

1.36 MODIFICATIONS OF RESPONSE

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

1.37 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.38 REVIEW OF SOLICITATIONS

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

1.39 LATE SUBMISSIONS

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

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the cost proposed may NOT be read aloud. However, properly received Responses will be announced at the Bid Opening. Responses will be opened in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.41 ATTORNEYS' FEES

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

1.42 CONFLICTS OF INTEREST

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

disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.44 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are

independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.45 CONTRACTOR OBLIGATIONS

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

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

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to solicit Bids from qualified Respondents to provide Services requested throughout this Solicitation. This Solicitation provides for the submission of documents and forms intended to verify that the Respondent meets or exceeds the minimum criteria set forth elsewhere in this Solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a firm may be selected.

2.2 PRE-BID CONFERENCE

Intentionally Omitted

2.3 TERM OF CONTRACT: UPON COMPLETION

This Contract will commence on the first calendar day of the month succeeding approval of the Contract by the City Council, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents.

The initial term of the Contract shall be for one (1) year with the first six (6) months being a trial period. If the Services provided by the Contractor(s) are satisfactory as determined by the City at the conclusion of the six-month trial period, the Contract term will continue. This Contract shall remain in effect for the entirety of the initial term; provided that the Services rendered by the Contractor(s) during the Contract period are satisfactory. In the event Services are scheduled to end because of the expiration of this Contract, the Contractor shall continue the service upon the request of the City.

2.4 OPTION TO RENEW

The City reserves the right to renew the Contract upon the same pricing, terms, and conditions at the expiration of its initial term for four (4) additional, successive one-year periods, except as otherwise provided herein, contingent upon availability of funds for the purpose and the needs to the City. Annual Increases are subject to changes in the BLS index series title: Wages/Earning, Landscaping Services – Landscaping and Grounds keeping Workers.

2.5 METHOD OF AWARD

Award of this Solicitation may be made to the lowest responsive, responsible Respondent who's Bid, qualifications and references demonstrates to be the most advantageous to the City. Low Bid will be determined by response given on the Price Solicitation Form or awards may be issued based on the lowest Bid per Service and/or Product. City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to make the award in a manner deemed in the best interest of City.

2.6 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, and its Sub-Contractor(s) have sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

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

2.6.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:

- **Certified Arborist by the International Society of Arborists (ISA). Contractor shall have a permanent full time arborist on staff at all times during the term of Contract.**

2.6.3 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.7 INDEMNIFICATION AND INSURANCE

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

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

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

2.7.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and

advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

2.7.2 COMMERCIAL AUTOMOBILE LIABILITY

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

2.7.3 WORKER'S COMPENSATION

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

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

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

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

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

2.8 **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME**

Intentionally Omitted

2.9 **BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE**

Intentionally Omitted

2.10 **PERFORMANCE & PAYMENT BOND**

Intentionally Omitted

2.11 FAILURE TO PERFORM

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

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

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

2.12 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

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

All invoices shall contain the following basic information:

2.12.1 Contractor Information:

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

2.12.2 City Information:

- City Purchase Order Number

2.12.3 Pricing Information:

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

2.12.4 Goods or Services Provided per Contract:

- Description
- Quantity

2.12.5 Delivery Information:

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

2.12.6 Failure to Comply:

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

2.13 FEDERAL AND STATE REGULATIONS

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

2.14 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

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

2.15 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agreed upon with the project manager.

2.16 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.16.1 TYPE OF WARRANTY COVERAGE REQUIRED

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

2.16.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

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

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

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.

2.17 INSPECTION BY THE CITY

The Contractor is required to conduct on-site inspections at times which are mutually convenient to the Contractor and the City's officials, and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes and general construction techniques. The Contractor shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent's offer.

2.18 ACCEPTANCE OF PRODUCT/SERVICES BY THE CITY

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

2.19 NOTICE TO PROCEED

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

2.20 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Contractor shall state in its offer the number of calendar days from the date of the NTP in which it will guarantee to complete the Work, and/or repair. A written instruction from an authorized City representative shall constitute sufficient notice to the Contractor to commence Work. Time for completion may be considered a factor in determining the Contractor to whom award will be made, if so stipulated in provision entitled "Method of Award".

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the Contractor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the City of the delays in advance of the original completion date so that a revised

completion schedule can be appropriately considered by the City.

Should the Contractor(s) to whom the Contract(s) is awarded fail to complete the Work within the number of days as stated in its offer, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the Contractor and to secure the Services of another Respondent to complete the Work. If the City exercises this authority, the City shall be responsible for reimbursing the Contractor for Work which was completed and found acceptable to the City in accordance with the Contract specifications. The City may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Contractor. If the incumbent Contractor fails to honor this invoice or credit memo, the City may terminate the Contract for default.

2.21 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Intentionally Omitted

2.22 WORK ACCEPTANCE

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

2.23 COMPLIANCE WITH FEDERAL STANDARDS

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

2.24 DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

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

2.25 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Bid the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.26 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.27 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.28 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the Work to be done by the Subcontractor. The competency of the Sub-contractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all Subcontractor in the Bid, the Respondent may be allowed to submit this documentation to the City during the Bid evaluation period if such action is in the best interest of the City.

2.29 WAIVER OF IRREGULARITIES

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

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

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

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

2.30 COUNCIL MEETING

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

2.31 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Buyer, Linda Julien via email at ljulien@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

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

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The City seeks a Contract for street tree trimming of crown elevation or under clearance trees throughout the City by an International Society Arboriculture (ISA) Certified Arborist in compliance with all applicable City, County and State Codes and regulations. The City currently has approximately 2,000 trees requiring trimming which are mainly Black Olive, but there are a representative amount of other species which include, but are not limited to, Ficus, Oaks, Mahogany, Acacia, Orchid Trees, Gumbo Limbo and Tamarind. The Work involves the lifting of street trees and the removal of basal sprouts in accordance with the National Arborist Association Standards as stated herein.

- Any tree limb extending over the vehicle use portion of the right-of-way (pavement) and coming within ten feet (10') or lower to the street shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the street of fourteen feet (14') from grade.
- Any tree limb extending over the pedestrian use portion of the right-of-way (sidewalk) and coming within eight feet (8') of the grade shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the pedestrian use area of ten feet (10') from grade.
- Any tree limb in the swale area growing in a downward or horizontal direction outside a 4' radius of the trunk and below eight feet (8') of the grade shall be trimmed to provide a total clearance of ten feet (10') from grade.
- Any and all basal sprouts shall be removed. Only "Crown Raising" and basal sprout removal is to be performed on the trees.
- No "dead-wooding", "hazard reduction", "topping" or "thinning" will be performed. The Contractor shall report any deadwood, disease condition, fungus fruit bodies, decay, split crotches or branches, cracks, or other structural weakness or hazardous wood in the crown of a tree that involves limbs of five inch (5") caliper or greater to the City's designee the day that this is encountered or, no later than, the next working day.

3.2 CLEARING AND GRUBBING

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

Prior to clearing, demolition, or other construction activities, protective barriers shall be constructed, as necessary, and inspected by the City to prevent the destruction or

damaging of regulated trees that are located within 15 feet of any construction activity, or storage of equipment and materials.

3.2.1 PROTECTION

Protective barriers shall be plainly visible and shall create a continuous boundary around trees or vegetation clusters in order to prevent encroachment by machinery, vehicles or stored materials. Barricades must be at least three feet tall and must be constructed of either wooden corner posts at least two by four inches buried at least one foot deep, with at least two courses of wooden side slats at least one by four inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.

Protective barriers shall be placed as follows:

- At or outside the drip line for all Heritage and Champion trees and all regulated pine and palm trees.
- At a minimum of two-thirds of the area of the drip line for all other regulated species.
- Where roots greater than one inch in diameter are damaged or exposed, they shall be cut cleanly and re-covered with soil.

Protective barriers shall remain in place and intact until such time as landscape operations begin or construction needs dictate a temporary removal that will not harm the tree.

No building materials, machinery or harmful chemicals shall be placed within protective barriers defined in this section, except short-duration placements of clean fill soil that will not harm the tree. Such short-duration placements shall not exceed 30 days. The original soil grade that existed within the protected areas prior to the placement of such fill shall be restored.

Attachments to trees are prohibited. No attachments or wires other than those of a protective and non-damaging nature shall be attached to any tree.

3.2.2 INSPECTIONS

The City shall conduct periodic inspections of the site before Work begins and/or during clearing, construction and/or post-construction phases in order to ensure compliance with City regulations and the intent of this section.

Insure that, except as specified otherwise in the Contract documents, the Contractor takes ownership of, and disposes of all removed materials.

3.2.3 APPROVAL

Approval from the City is required for any deviations to this section.

3.3 MAINTENANCE OF TRAFFIC

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

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

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

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

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

The Contractor shall submit and obtain an MOT Permit from the City for all traffic control initial set ups or plan changes. Allow a minimum of 14 days for approval of major set ups or plan changes and 7 days for minor set ups or plan changes. No closures will be set up without approval from City of Gainesville project staff.

3.4 SIGNING AND MARKING

Traffic Signs shall be fabricated and installed by the Contractor in accordance with appropriate Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards.

Reflective sheeting for traffic signs shall be of High Intensity or greater reflectivity with the exception of STOP Signs. STOP signs shall be of "diamond grade" equivalent prismatic reflectivity or greater.

Traffic signs shall be mounted on a uni-strut square post (or equivalent as approved by the Public Works Department). The sign posts are to be painted; signposts shall be powder coated and painted black to meet federal standard 595B utilizing color # 27038 – black semi-gloss.

3.5 LOCATION

The City's responsible Department will provide the successful Respondent a list of all tree locations, by address, in general order by street, (from a computerized tree

inventory) which require trimming for adequate clearance for vehicular and pedestrian traffic.

The computerized list will identify each tree with exact address, property cell number and serial number of each tree to be trimmed. The City will identify each tree that is to be trimmed at a specific location by painting a white dot on the edge of the pavement in front of the tree.

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

Only trees growing on City swales and medians are to be trimmed. Trees originating on private property and growing into the right-of-way are not to be trimmed, however, these trees' locations are to be noted and reported daily to the designee of the City's responsible Department.

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

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

3.6 ADDITIONAL TREES MAY BE ADDED

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

3.7 PROPERTY CONDITIONS

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

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

3.8 HOURS OF WORK

The Contractor will perform Work from Monday through Friday from 7:30 A.M. to 5:00 P.M. excluding Holidays. No Work shall be done at all on Sunday or any day between the hours of 5:00 p.m. and 7:30 a.m., unless permission is given, in writing, by the Director of Parks & Recreation or his authorized representative. Contractor shall notify the City's designee one day prior of the area scheduled to be trimmed so the progress of Work can be monitored.

3.9 EMPLOYEES

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

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

The Contractor shall assign an "On Duty" supervisor who speaks and reads English.

3.10 REMOVAL AND DISPOSAL

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

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

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

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

3.11 PRUNING STANDARDS

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

All tree Work shall be done in accordance with the ANSI A133.1-2000, safety requirements and shall comply with ANSI 300 Standards for Tree Care Operators and the North Miami Code of Ordinances Chapter 20.

All Work that requires the use of public streets shall be done in accordance with F.D.O.T. Roadway and Traffic Design Standards, M.U.T.C.D., and in compliance with F.D.O.T. Flagger Regulations

All pruning and pruning cuts shall be done in accordance with the ANSI A300 (Part1) – 2001 Pruning standard and as summarized as follows:

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

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

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

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

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

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

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

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

3.12 UTILITIES

It will be the Contractor's responsibility to remove all cut limbs and other debris from the Work site on a daily basis, leaving the general area in clean condition. All limbs and other debris shall be disposed of immediately or by the end of each Work day by the Contractor in any legal manner and not left for disposal by the City forces. Multiple instances of trimming debris remaining on the ground after Work has been performed may constitute termination of the Contract.

3.13 COMMUNITY BENEFIT PLAN

The Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

3.14 PROJECT COORDINATION

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

END OF SECTION



COVER PAGE & CONTACT PERSON INFORMATION

**TREE TRIMMING SERVICES
IFB No. 09-13-14**

Include this sheet as the very first page of your response. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of
Business/Respondent(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____



PRICE PROPOSAL FORM

**TREE TRIMMING SERVICES
IFB No. 09-13-14**

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Tree Trimming Services				
Item No.	Description	Est. Qty	Unit Cost	Extended Total
1	Cost Per Tree To Provide The Services Described Herein	2,000	\$	\$
Grand Total:				\$

- The price listed in the Solicitation Price Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery and installation of the Project as requested by the City.
- Respondent to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.



MINIMUM REQUIREMENTS CHECKLIST

**TREE TRIMMING SERVICES
IFB No. 09-13-14**

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	<p align="center">Attach Copy of Active Sunbiz.org Registration</p> <p align="center"><input type="checkbox"/></p>
2.)	<p>Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:</p> <p>a) Certified Arborist by the International Society of Arborists (ISA)</p>	<p align="center">Attach Copy of Active License(s)</p> <p align="center"><input type="checkbox"/></p>
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	<p align="center">Attach Copy of City Contract Form A-14</p> <p align="center"><input type="checkbox"/></p>



RESPONSE SUBMITTAL CHECKLIST

**TREE TRIMMING SERVICES
IFB No. 09-13-14**

This checklist is provided for Respondent’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Response received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	<input type="checkbox"/>
2.)	A-2 Non- Collusive Proposal Certificate	<input type="checkbox"/>
3.)	A-3 Local Preference Affidavit <i>(optional)</i>	<input type="checkbox"/>
4.)	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	<input type="checkbox"/>
5.)	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	<input type="checkbox"/>
6.)	A-7 Insurance Requirements	<input type="checkbox"/>

All of the City’s Forms can be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.



BID SUBMITTAL FORM
TREE TRIMMING SERVICES
IFB No. 09-13-14

FEIN NO. : ____/____-____/____/____/____/____/____/____
(Respondent Federal Employer Identification Number) If none, Respondent Social Security Number

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this Solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming Respondent meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Local Preference.**

OR

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to Firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming Respondent meets the requirements for Workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Workforce Local Preference.**

OR

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to Firms that subcontract at least ten percent (10%) of the contractual amount of a City project to Sub-Contractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check here only if affirming Respondent meets the requirements for Sub-Contractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Sub-Contractor Local Preference.**

All referenced forms can be found on the City's website at:

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

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

FIRM NAME: _____

DBA (if any): _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

By signing this document the Respondent agrees to all Terms & Conditions of this Solicitation and the resulting Contract.

AUTHORIZED SIGNATURE _____ Date _____
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF RESPONDENT TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE RESPONDENT TO THE TERMS OF ITS OFFER