

CITY OF MIAMI SPRINGS



Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305)805-5035
Fax: (305)805-5040
romerot@miamisprings-fl.gov

Tammy Romero
Professional Services Supervisor

LEGAL NOTICE **REQUEST FOR PROPOSAL # 02-15/16** **Professional Tree Trimming, Removal and Disposal Services - Citywide**

Sealed Proposals for **Professional Tree Trimming, Removal and Disposal Services - Citywide** will be received until **2:30 P.M. on the 28th of April 2016**, by the City of Miami Springs via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Proposals will then be transferred to the Council Chambers, at time, date, and place noted above, and Proposals will be publicly opened. Any Proposals received after time and date specified will not be considered and returned to the proposer unopened.

A Bid Bond in the amount of Two thousand five hundred dollars (\$2,500.00) is required. A **Mandatory Pre-Bid Conference** will be held at **9:30 AM** on the **13th** day of **April 2016** at Miami Springs **Council Chambers, 2nd floor**, 201 Westward Drive, Miami Springs, Fl. 33166.

Deadline to request any additional information/clarification will be no later than 5PM on April 15th, 2016.

This Request for Proposal (RFP) is available upon written/fax request at (305)805-5040 or the City's Purchasing Department at 201 Westward Drive, 1st floor, Miami Springs, Florida 33166. All requests must be accompanied by name, address, phone and fax number. To verify receipt of request, please contact Tammy Romero at romerot@miamisprings-fl.gov.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposal at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Proposal, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

CITY OF MIAMI SPRINGS

GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE OR REJECTION OF PROPOSALS

The City of Miami Springs reserves the right to waive irregularities or technicalities in proposals or to reject all proposals or any part of any proposal.

ADDITIONAL INFORMATION

Each proposer shall examine all parts of the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. The City of Miami Springs shall not be responsible for oral interpretations given by any city employee, representative, or others. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City of Miami Springs or the compensation to the proposer. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero
201 Westward Drive
Miami Springs, FL 33166-5259
Telephone: (305) 805-5035
Facsimile: (305) 805-5040

The proposal title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written amendment is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this Request for Proposal, the City will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to contact the City of

Miami Springs to determine if an amendment was issued and make such amendment a part of their proposal.

PROPOSAL SUBMISSION One (1) original and one (1) electronic copy of this entire document as well as any other pertinent documents should be returned in order for the proposal to be considered for award. Proposals shall be submitted to the Purchasing Agent properly signed in ink, notarized, and submitted in a sealed envelope on which shall be shown the name of the proposer, proposal opening date, and name and proposal number of the Proposal.

By submitting a proposal, the proposer declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the City of Miami Springs and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the City of Miami Springs.

ASSIGNMENT The successful proposer(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

PROPOSER CERTIFICATION Submission of a signed proposal is proposer's certification that the proposer will accept any awards made to him as a result of said submission at the prices and terms contained therein.

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PROPOSAL TABULATIONS Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped envelope with their proposal.

PROPOSAL WITHDRAWAL No proposal can be withdrawn after it is filed unless the proposer makes his request in writing to the City prior to the time set for the opening of proposals, or unless the City

fails to accept it within ninety (90) days after the date fixed for opening proposals.

PROPOSER RESPONSIBILITY Before submitting the proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the City that the proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful proposer from his obligation to comply in every detail with all provisions and requirements of the contract documents.

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

DELIVERY All service, materials, and/or equipment are purchased F.O.B. point of delivery in Miami Springs. The successful proposer must prepay all transportation charges to designated point of delivery in Miami Springs. Collect or Freight Due shipments will be refused.

EXCEPTIONS TO SPECIFICATIONS Proposers taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the City that said item is equal to, or better than, the product specified. Proposals for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, proposer **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete

description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The proposer must indicate any variances to the specification document no matter how insignificant.

The City of Miami Springs reserves the right to approve as an equal, or to reject as not being an equal, any article the proposer proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the proposer's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the City reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Proposers **MUST** submit any cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the City.

EXPENSES INCURRED IN PREPARING PROPOSAL The City accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the proposer.

INDEMNIFICATION The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Proposer or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's Officials, agents and employees;

the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

INSURANCE Proposer, shall furnish evidence of insurance to the Procurement and Purchasing Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The City of Miami Springs shall be listed as an "Additional Insured". Issuance of a purchase order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the City.

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.

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 as to management and financial strength. 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 Finance Director.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any

certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The City of Miami Springs reserves the right to return for full credit at the risk and expense of the successful proposer, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE PROPOSAL REJECTION The City of Miami Springs is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Request for Proposal, shall be returned unopened and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Dade County, the City of Miami Springs, or the State of Florida. Every vendor submitting a proposal on this Request for Proposal should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists. Miami Springs, Florida-based businesses are required to purchase an Occupational License to conduct business within the City. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Miami Springs, may also be required to obtain such a license by their own local government entity or by Miami Springs. For information specific to Miami Springs occupational licenses call (305) 805-5030.

METHOD OF AWARD The City of Miami Springs reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the City.

METHOD OF PAYMENT The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability should have the ability to accept VISA or take whatever steps are necessary to implement such capability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

PATENTS AND ROYALTIES The proposer, without exception, shall indemnify and save harmless the City of Miami Springs, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance

of the contract, including its use by the City of Miami Springs, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF PROPOSERS Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Miami Springs that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the City to satisfy itself as to the proposer's qualifications. Failure to qualify according to the foregoing requirements may justify the City in rejecting his proposal.

PUBLIC ENTITY CRIMES A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract 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 for a period of 36 months from the date of being placed on the convicted vendor list.

RELATION OF CITY It is the intent of the parties hereto that the successful proposer shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said successful proposer, his

servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The City of Miami Springs is exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 85-8012621640C-5.

TERM CONTRACTS The City's Fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's term extends beyond the fiscal year in which the Contract commences, the City will issue a Purchase Order to cover its needs for the balance of that fiscal year. At the beginning of each fiscal year thereafter, a purchase order will be issued to correspond with that year. In the final year of the contract, a purchase order will be issued for the remaining months of the contract. Issuance of a new purchase order shall be subject to the availability of budgeted funds. If funds are not appropriated for continuance of a term contract to completion, cancellation may be effected upon thirty (30) days notice.

WARRANTY All material herein specified shall be fully guaranteed by the proposer against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the proposer at no expense to the City of Miami Springs.



City of Miami Springs
 201 Westward Drive
 Miami Springs, Florida 33166-5259

**Request for Proposal #02-15/16
 Professional Tree Trimming, Removal and Disposal Services -
 Citywide**

Proposals to be opened in the Council Chambers, 201 Westward Dr., Miami Springs, FL 33166
 at 2:30 P.M. on April 28th, 2016

Vendor Name:	Federal Identification or Social Security Number:
Vendor Mailing Address:	Payment Terms: Bi-Weekly The City of Miami Springs' faster and preferred method of payment is by way of Visa (P-card). Do you accept this form of payment: Yes <input type="checkbox"/> No <input type="checkbox"/>
City - State - Zip Code:	Delivery in Days After Receipt of Purchase Order:
(Area Code) Telephone Number:	(Area Code) Facsimile Number:
E-Mail Address:	Initial appropriate box to acknowledge amendment(s), if necessary. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Amendment #1 Amendment #2 Amendment #3
I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign for, and commit, the vendor.	_____ Authorized Signature (Manual) _____ Authorized Signature (Typed or Printed Title)
STATE OF: _____ COUNTY OF: _____ BEFORE ME, the undersigned authority, this document was acknowledged by _____ who: <input type="checkbox"/> is personally known to me, or <input type="checkbox"/> produced identification _____ who, after being duly sworn by me, states that he/she has executed this document for the purposes herein expressed. SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2016. MY COMMISSION EXPIRES: _____ NOTARY PUBLIC, State of Florida At Large _____ Printed Name	

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5040 or mail the form to:

City of Miami Springs
Finance Department
201 Westward Drive
Miami Springs, FL 33166-5259

- We do not offer this product/service or an equivalent.
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses who fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? Yes No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

CONTRACTOR'S QUESTIONNAIRE

Company Name: _____

Principal Officer: _____

Company Address: _____

Years in Business under Present Name: _____

Primary type of work your firm engages in: _____

Years experience in your primary type of work: _____

List other types of work your firm engages in:

Does your organization have current occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract? _____

Include copies of licenses and certificates with bid proposal.

Does your organization currently accept Visa (P-Cards) as form of payment? Yes No

Demonstrate your capacity to perform work of this magnitude by indicating five (5) projects within the past two (2) years that are equal to or greater in scope.

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

What equipment do you own that is available for the proposed work. Please list separately.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in sub-contractors, as listed, will be allowed without the written approval of the City of Miami Springs.

SPECIAL CONDITIONS

SCOPE The intent of these specifications is to set forth and convey to prospective proposers the **Professional Tree Trimming, Removal and Disposal Services - Citywide** as desired by the City of Miami Springs.

TERM OF CONTRACT This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the City's renewal options by initialing the appropriate box and providing the amounts of fees quoted for each option year below.

Accept	Reject
--------	--------

Option Year #1 \$_____

Option Year #2 \$_____

Option Year #3 \$_____

Option Year #4 \$_____

TERMINATION OF CONTRACT The City of Miami Springs reserves the right to terminate this contract if the successful proposer fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such cancellation, the City additionally reserves the right to make the award for the balance of the contract period to the next higher proposer.

EVALUATION OF PROPOSALS Proposal evaluation will be based on:

- Cost of services to the City of Miami Springs.
- Experience of proposer.
- Qualifications.

FAILURE TO COMPLY Any failure on the part of a responder to provide the documentation set forth in the proposal specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

PROPOSERS STANDARD CHECKLIST:

Did you remember to include/complete the following?

- _____ 1 Original and 1 electronic copy of proposal submittal
- _____ Copy of current licenses
- _____ Proof of current insurances
- _____ Bid Bond
- ___N/A___ Payment/ Performance Bond
- _____ Sign for Amendment receipts
- ___N/A___ If applicable, include a sample of the alternate manufacturer's product intended to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications

Although the foregoing is intended to provide a complete list of all proposal requirements and submittals, the City's failure to include any proposal requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.

SPECIFICATIONS AND REQUIREMENTS

PROFESSIONAL TREE TRIMMING, REMOVAL AND DISPOSAL SERVICES - CITYWIDE

PURPOSE

The City of Miami Springs is currently soliciting competitively sealed Proposals from experienced and qualified companies for **Professional Tree Trimming, Removal and Disposal Services - Citywide**. The selected company(s) must provide all labor, materials, supervision, tools, travel, fuel and equipment necessary to provide, but not limited to, tree trimming, tree removal, stump grinding, chipping (mulching) and disposal services. The awarded company will report directly to the City's full time Certified Arborist.

Miami Springs prides its self in holding the following distinguished awards. We have been certified as a "Tree City USA" since 1993, and were recently named a "Preserve America City" in recognition of its commitments to caring for its exceptional environment, history and quality of life.

The City's contract for Annual Tree Trimming, Removal and Disposal Services will be on an "as needed basis" and is to be billed accordingly. Refer to the Proposal Rate form attached.

SERVICES REQUIRED:

The City currently has approximately 17,000 trees of which roughly 1,500 trees will require some degree of trimming and disposal for the annual contract each year. The types of trees vary from mainly Black Olive, Royal Poinciana's, Australian Pines, Oaks and Mahogany, but there are other species which include, but are not limited to, Ficus, Acacia, Orchid trees, Gumbo Limbo, and Tamarind. Refer to the Proposal Rate form and calculate the unit price per tree multiplied by 1,500 trees to derive at the Annual Bid amount for these services.

The City may also require Tree Removal, Stump Grinding and Disposal Services as an extra service as an "on call" and on "an as needed basis" to the annual contract. Refer to the Proposal Rate form. The amount paid for these services will be calculated by the diameter of the tree times the number of trees within the same diameter category to derive at the billable amount for these services.

CONTRACT TERM

The term of this **Professional Tree Trimming, Removal and Disposal Services- Citywide** contract will be for an initial one (1) year time period, with an option to renew four (4) additional one (1) year terms.

RFP REQUIREMENTS

1. The specifications and requirements for this Request for Proposal is available upon written/fax request to Tammy at romerot@miamisprings-fl.gov.

All inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to:

Tammy Romero, Professional Services Supervisor
201 Westward Drive
Miami Springs, FL 33166-5259
Telephone: (305) 805-5035
Facsimile: (305) 805-5040

2. Respondents are to meet at **9:30 AM on the 13th day of April 2016** in the Council Chambers (second floor) located at Miami Springs City Hall, 201 Westward Drive, Miami Springs, FL 33166, for a **Mandatory Pre-Bid Conference** in the Council Chambers where any technical questions will be answered.
3. One (1) original and one (1) electronic copy on CD of this entire document as well as all other pertinent documents must be returned in order for the proposal to be considered for award. Proposals shall be submitted, signed in ink, notarized, and submitted in a sealed envelope; identifying the name of the proposer, RFP opening date, project name and proposal number to:
City Clerk, City Hall
2nd floor
201 Westward Drive
Miami Springs, FL 33166
4. Respondent shall furnish evidence of insurance with submittal of this Proposal. Prior to execution of the contract, the City of Miami Springs shall be listed as an “Additional Insured”. At minimum, Worker’s Compensation, General liability and Automobile liability are required.
5. Respondent must provide a qualified supervisor, as well as personnel to perform the work. Proposal must include the contact information for the assigned supervisor. The supervisor and/or designee must be fluent in English and Spanish.
6. No sub-contracting is permitted under this contract. The contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the Director or his designee.
7. The City requires current licenses from all contractors. Copies of licenses must be submitted with your Proposal.
8. All proposals submitted to the City shall be accompanied by a bid bond in the amount of \$2,500.00. The failure to submit the required bond with the actual proposal shall constitute sufficient cause to invalidate the proposal.
9. Proposals should include a brief introduction, background and work description objective.
10. There are no Liquidated Damages.
11. Except as otherwise provided, herein, the award shall be made to the respondent determined to be the lowest, most responsive proposal to the City, taking into consideration the objectives and criterion set forth in this proposal.
12. Upon award, any interruptions must be put in writing for the City of Miami Springs’ response to:
Tom Nash, Operation Superintendent/ Arborist
City of Miami Springs
345 N. Royal Poinciana Boulevard
Miami Springs, FL 33166
Copying: Tammy Romero, Professional Services Supervisor
201 Westward Drive
Miami Springs, FL 33166

13. Projected Timeline- (Dates are subject to change).

Advertise Proposal	March 30th, 2016
Mandatory Pre-Bid Meeting	April 13th, 2016
Clarification deadline	April 15th, 2016
Amendment (pending complexity)	April 19th, 2016
RFP Opening	April 28th, 2016
Recommendation of Award to City Manager and Council	May 9th, 2016

14. Permits may be required for all tree removal projects (if applicable, contractor must contact the City's Building Dept. for additional information).

CONTRACTORS QUALIFICATIONS

In order for proposals to be considered, Proposers must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work by submitting a company profile that shall include evidence of all of the information below:

1. Proof of business license;
2. Has technical knowledge and practical experience included in this scope of work
 - Include documentation of training [certifications, if any] that employees have received related to tree trimming.
 - Specify how your company proposes to staff your crews for this contract, i.e. two men or three men. What combination of positions/crew structure would you be using (foreman, tree trimmer, ground man)?
 - Indicate length of time in business
3. Resume of those individuals who will be assigned to this project as Tree trimming supervisor and/or Project Team along with years of experience providing these services;
4. List the qualified manpower and equipment to do the work [i.e.- number of employees, equipment list, etc.];
5. Proof of proper insurance documentation;
6. List experience/performance of similar type, size and complexity of such tree trimming work, evidence will consist of listing the location(s) and type(s) of tree trimming services within the last five (5) years;

MINIMUM SPECIFICATIONS

The tree trimming work involves the lifting of trees and the removal of hazardous trees in accordance with the National Arborist Association Standards as stated therein.

Work will consist primarily of the trimming/lifting of trees, cutting and removal of brush, live and dead wood trees throughout the City limits, in addition to, trimming trees between other trees, lines, apparatus and structures.

Work could occasionally include removal of complete trees. Stump grinding, chipping/mulching and root pruning services. All disposal services must be included as well.

With the City of Miami Springs's commitment to reliable service to our residents through safe and efficient vegetation management the City of Miami Springs would require adherence to Administrative

TECHNICAL SPECIFICATIONS

1. Contractor will be responsible for providing a qualified tree trimming crew(s). The Contractor will be responsible to assure that work is performed in accordance with all State, County and local codes and requirements.
2. All work is to be performed in accordance with the guidelines of the National Arborist Association, City codes and ordinances with the type of work required to be indicated by the City. Successful Contractor must have a current Tree trimming license.
3. Hours of typical services shall be between Monday and Friday, 7:00 A.M. thru 3:00 P.M., unless permission is given, in writing, by the Director or his designee. Contractor must be able to work on Saturdays or holidays, on an "as needed" or emergency basis when requested by City.
4. Contractor must have the required equipment for the trimming of various species of trees and palms, and the removal of trees including stump grinding, chipping and root pruning equipment. Contractor must include a list of all equipment owned by the company. The manufacturer, model, capacity, and age of the equipment shall be listed on the roster. The City of Miami Springs reserves the right to inspect and reject any or all equipment listed on the roster deemed to be unsuitable for work to be done.
5. Trees to be trimmed or removed will be designated by the City on an "as needed" basis. The City of Miami Springs does not guarantee any minimum amount of work under this service contract.
6. The Public Works Director or his designee will provide the successful Contractor(s) with a list of all tree locations, by address—which require trimming for adequate clearance for vehicular and pedestrian traffic.

Trimming of trees growing on the City swales, medians and alleys along with trees originating on private property and growing into the right-of-way shall be required; however, no permission will be given to trespass on adjoining private property.

7. The Public Works Department will fax these Work Orders to the contractor so a schedule can be made accordingly. Once the work is complete, the Contractor may submit a request for payment. All invoices must clearly list all Work Order numbers, PO numbers, and date of service. Copies of the completed Work Orders must be accompanied with the invoices. The City will verify for satisfactory completion and if a tree is not acceptable, the City and the Contractor will review it for resolution. If all work is satisfactory to the City, the invoice will be processed for payment.
8. Trimming will be accomplished in such a manner as to comply with ANSI-A300, Part 1 Pruning standards for tree trimming. No more than one third (1/3) shall be removed at any given time.

"Lion Tailing (gutting out or over pruning)" or "Stripping" will not be permitted on City trees.

9. Removal of Stumps and Surface Root Pruning: All stumps and surface roots related to all tree removals must be ground six (6) inches below grade level. The contractor has seventy-two (72) hours to grind areas after the tree trunk has been removed from the location.

Stumps shall be cut low enough to the ground where grinding can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal. Stump grinding should be completed within the same day if possible, otherwise the following business day after the tree removal. If the stump is not ground the same day of the tree removal, then the stump must be protected with a type II barricade or a twenty-four (24") inch cone nailed to the stump or caution taped off.

10. Holes created by stump and root grinding must be filled the same day. Before filling holes, all routing chips and debris will be removed from hole and loaded into transport vehicle for disposal. Any paved surfaces shall be restored to their original condition.
11. The City retains the option to keep all mulch created from any tree trimming or tree removal projects. At the start of any project, the project coordinator designated by the Public Works Director will inform the work crew if the mulch created will be kept by the City, or hauled away by the contractor. Any mulch kept by the City will be at no charge to the City. Typically, all mulch is hauled away for disposal at the contractor's expense. All fees for disposal shall be included in the Proposal Rate form.
12. In the event that an hourly, per tree or each rate is required (refer to Proposal Rate form), the City reserves the right to question any job when the hours performed or rate charged by the contractor seem excessive for the work completed.
13. The awarded Contractor must submit one-hundred twenty (120) days prior to the termination of each contract term year, their anticipation to renew or not renew an additional year's contract.
14. All trimming shall be done in accordance with the best recognized, approved principles of modern arboriculture and tree surgery with a balanced emphasis on current tree health, symmetry and clearance. All branches or limbs shall be cut flush with the supporting trunk or limb or that no stub is left. When a limb is to be partially removed, it shall, if possible, be cut back flush to a limb at least one-third (1/3) of the diameter of the portion removed. All work shall be done in accordance with the best recognized, approved principles of modern arboriculture and tree surgery with a balanced emphasis on current tree health, symmetry and clearance.
15. The amount of the clearance to be obtained shall be determined on the job after proper consideration has been given for interference of wires, growth rate of tree and location of the tree. Contractors shall secure maximum clearance consistent with good economy and with due regard to the rights and interests of City and the public. Contractor shall attempt to provide clearance, which shall be adequate for a minimum of two (2) years. When adequate clearance cannot be obtained because of property owner objections or other factors, special effort shall be made to secure a reasonable amount of temporary clearance. Effort shall be made wherever possible to regain and improve the quality of the clearance secured at the last trimming. Effort shall be made wherever possible to eliminate all tree parts and growth points beneath the wires and all weak, diseased and dead limbs above the wires that may fall or blow into them. All hanging and severed limbs shall be removed from the trees. The branches, brush and debris resulting from the trimming shall be collected and disposed of in suitable disposal areas. The premises of the property shall be left as neat as they were before the work was started.
16. In the event of tree removals, the contractor will provide the City with a written estimate for each individual project prior to beginning work. Tree removal shall include the removal of the stump as

established above. If this estimate is accepted by the City, work will be authorized to begin and a Work Order will be provided. The contractor will not be paid a greater sum for any project than the price provided on the estimate.

17. The City reserves the right (option) to secure additional written estimates for any project and have the work completed by another company for the following reasons:
 - A. Any project over \$5,000.00.
 - B. When the contracted contractor(s) is not available in a timely manner to complete the work.
 - C. Any work that is beyond the capability of the contracted contractor(s).

ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractor(s) performing services under this contract shall conform to all relevant OSHA, State and County 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 responsible Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the City.

EMPLOYEES

Awarded 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 Awarded Contractor shall be considered to be at all times the sole employees of the Awarded Contractor, under the Awarded Contractor's sole direction, and not an employee or agent of the City of Miami Springs. The Awarded Contractor shall supply competent and physically capable employees and the City may require Awarded 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 and their employees will refrain from using foul, abusive, or profane language on the property. Smoking, firearms/weapons and illegal drugs are prohibited on property, including all building and grounds.

No radios are allowed on the job site except for two-way radios to be used for work related communications. No other music/entertainment equipment such as CD/MP3 players, i-pods, or other such equipment is allowed on the job site.

Awarded Contractor shall assign an "On Duty" supervisor who is fluent in English and Spanish.

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.

DUMPING OF TREE DEBRIS AND CLIPPINGS SHALL BE CONDUCTED BY THE CONTRACTOR VIA LEGAL DUMPING FACILITIES AUTHORIZED PRIVATE LAND SITE OR OTHER LEGALLY AUTHORIZED DUMPING SITES.

The cost of all dumping and disposal fees shall be responsibility of the contractor.

UTILITIES

The contractor is responsible for contacting Sunshine State on call of Florida, before any excavation or penetration of the earth. This is to satisfy Florida Statue Chapter 556. Sunshine One will need 48 hours notification before such work can commence.

Should damage occur due to negligence on the part of the contractor, it is the contractor's responsibility to see that items are restored and repaired in a manner acceptable to the city.

BID AMOUNTS

Bid amounts shall include the Total Annual amount for trimming and disposal of the debris for the 1,500 trees. Tree removal amounts will vary based on the rates provided in the "Bid Amount" form and quantities required annually.

Any hourly rates quoted shall include all labor, equipment, travel time, and any other cost(s) to the contractor. These rates are to be at straight time for all labor. No overtime rates are allowed under this contract.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time. The Proposer, who is otherwise responsible and competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Bid, subject to the discretion of the city as previously outlined herein and the negotiation of a mutually acceptable Contract with the City.

DAMAGE OF PROPERTY

The contractor acknowledges and understands that the required services are being performed on public property owned by the City of Miami Springs. Damages to such property occurring while in the care and control of the Contractor shall be the financial responsibility of the Contractor. If property is damaged by the contractor it will be repaired by the City and charged back to the contractor for all expenses incurred. Such property shall include but are not limited to: sidewalks, landscaping, as well as, damage to vehicles, utilities, swales, plants, homes, roadways grass/sod and trees.

Such damages shall be immediately reported by Contractor to the Public Works Director.

TREE REMOVAL

The Contractor, while trimming, shall make secure the approval and permission of the City to remove trees (as permitted by established regulations and ordinances), especially those described in the following categories.

- Dead or defective trees which constitute a definite hazard.
- Trees that are unsightly as a result of the necessary trimming and that have no chance for future development.

STORMS AND HURRICANES

The City of Miami Springs has previously contracted with other debris removal company(s) who will serve as the City's primary Contractor(s) for debris removal, reduction and disposal services. It will be within the City's sole and exclusive discretion to activate any additional Agreements with other Contractor(s) should the need arise. Nothing contained herein shall require the City to utilize the services of Contractor, unless it determines, in its sole and exclusive discretion that the services of Contractor are required for the activities contemplated in the best interest of the City.

INSURANCES

1. Prior to execution of the Contract by the City and commencement of work, the Contractor must obtain all insurance required under this paragraph and submit same to the City for approval. All insurance shall be maintained until work has been completed and accepted by the City.
2. General Liability:
 - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury.
 - \$500,000 combined single limit per occurrence for property damage.
3. Automobile Liability Insurance - covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined.
4. Worker's Compensation Insurance - as required by Chapter 440, Florida Statutes.
5. 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 as to management and financial strength. 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 Finance Director.
6. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of the work. These policies described above, and any certificates shall specifically name the City of Miami Springs as an additional Insured and shall contain a provision that

coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the City of Miami Springs.

BACKGROUND CHECKS AND VERIFICATIONS

All employees of the awarded contractor must meet and pass standard drug and alcohol testing, physical exams and background checks. The awarded Contractor must show proof of testing. The City reserves the right to randomly request verification and retesting of all the above.

PROPOSAL RATE FORM

Company Name: _____

The successful proposer shall be responsible for providing the City of Miami Springs with Tree Trimming Services on an "as needed basis" with a schedule that best meets the needs and requirements of the City as per the RFP specifications.

Item #	Description	Unit Price	Unit Multiplier	Total Annual Bid
Tree Trimming Services including disposal				
1	Tree Trimming price per tree	\$	1,500 trees	
TOTAL ANNUAL BID \$				
Tree Removal including stump grinding and disposal and additional services (Diameter below is based on the largest diameter of the tree trunk)				
2	0" to 10" in diameter	\$	each	
3	10" to 24" in diameter	\$	each	
4	24" to 36" in diameter	\$	each	
5	36" to 46" in diameter	\$	each	
6	46" to 60" in diameter	\$	each	
7	Stump Grinding (Only) Services	\$	Hourly rate	
8	Root Pruning	\$	per tree	