

**MIAMI DADE COLLEGE  
PURCHASING DEPARTMENT  
11011 S.W. 104th Street, Miami, Florida 33176**

PHONE: (305) 237-0641

BUYER: GILBERTO GONZALEZ

**INVITATION TO BID FORM: BID NO. 2017-GG-01**

BID TITLE ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS

BIDS WILL BE ACCEPTED IN THE PURCHASING DEPARTMENT UNTIL 3:00 PM

ON 10/12/2016 AND MAY NOT BE WITHDRAWN FOR 45 DAYS AFTER OPENED.

**BIDDER CERTIFICATION AND IDENTIFICATION.**

- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or work and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

*(Please Type or Print Below)*

LEGAL NAME OF BIDDER : \_\_\_\_\_

MAILING ADDRESS : \_\_\_\_\_

CITY, STATE, ZIP CODE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_ DATE: \_\_\_\_\_

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

BY: SIGNATURE (Manual) : \_\_\_\_\_

BY: SIGNATURE (Typed) : \_\_\_\_\_ TITLE: \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**

**I. PREPARING OF BIDS.**

- A. BIDS ARE TO BE SUBMITTED IN DUPLICATE.
- B. BIDDER IDENTIFICATION. Failure to indicate the bidder's EXACT legal name may rule the bid irregular. An unsigned bid is considered a "No Bid".
- C. INSTRUCTIONS TO BIDDERS define conditions of the bid. SPECIAL CONDITIONS defined elsewhere in the bid supersede requirements of INSTRUCTIONS TO BIDDERS when the two are in conflict.
- D. INVITATION BID FORM defines items to be purchased, and must be completed in duplicate and submitted. Bidder's name MUST appear on EACH page.
  1. ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired, and articles offered must be of equal or superior grade. On blank lines provided, the bidder must insert the brand name, manufacturer's number, and any other information necessary to sufficiently identify articles offered. Failure to do so may prevent consideration of the item.
  2. PRICES. The bidder shall quote a net unit price only for each item; but the College reserves the right to award on a unit basis, or on any combination of units, or, if an Alternate Bid is invited, on such terms as are specified for the Alternate Bid. All prices bid shall include delivery F.O.B. Miami, all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated and there received by the designated agent of the College. Discounts will not be considered; and the College is exempt from all Federal Excise Taxes and State Sales Taxes. (Note: Federal Excise Tax Exemption Certificates will be furnished on request). The College's State of Florida Sales Tax Exemption Number is 85-8012557334C-1.

**II. SUBMITTING OF BIDS.**

- A. BID ENVELOPE. Bids must be submitted in sealed envelopes to the College and marked with the bid title and number.
- B. PLACE, DATE AND HOUR. Bids shall be submitted to Miami Dade College, Purchasing Department, Building 9000, 11011 S.W. 104th Street, Miami, Florida 33176, no later than the date and hour specified in the INVITATION TO BID FORM.

**III. BID SAMPLES.**

- A. If samples are required, specific instructions will be given in the Invitation to Bid Form.
- B. IDENTIFICATION. Each sample shall be identified with the (1) Bidder's name, (2) Bid Number, (3) Item Number, (4) Product Trade Name and Number.
- C. PAYMENT FOR SAMPLES. The College will buy no samples and will assume no cost incidental thereto.
- D. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for 14 days after bid award date, and by successful bidders for 14 days after final payment; but the College will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

#### **IV. CHANGE OR WITHDRAWAL OF BIDS.**

- A. **PRIOR TO BID OPENING.** Should the Bidder desire to change or withdraw his bid he shall do so in writing, this communication to be received by the Purchasing Agent, 11011 S.W. 104th Street, Miami, FL prior to date and hour of bid opening. The Bidder's name and the Bid number must appear on the envelope.
- B. **AFTER BID OPENING.** After bids are opened they may not be changed; and they may not be withdrawn for 45 days after the advertised opening date, unless otherwise specified on the INVITATION TO BID FORM.

#### **V. REJECTION OF BIDS.**

- The College reserves the right to reject any or all bids.

#### **VI. AWARDS.**

- A. **BASIS OF AWARDS.** The recommendations of the Purchasing Department are based on an evaluation of bids submitted. Awards will be made by the District Board of Trustees, to the lowest responsible bidder consistent with receiving maximum value for money expended.
- B. **INCREASE OR DECREASE IN BID QUANTITY.** At the time of award, and with mutual consent of the Purchasing Department and the vendor, the quantity of any item(s) included in the bid may be increased or decreased.
- C. **OFFICIAL AWARD DATE.** Awards become official at 9:00 A.M. on the second day following the award by the College.
- D. **BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** Bid Bonds when required shall be submitted with the bid in the amount specified. Bid bonds will be returned to unsuccessful bidders. When a performance bond or certificate of insurance is requested and after acceptance of bid, the Purchasing Department will notify the successful bidder to submit a performance bond and certificates of insurance in the amount specified in the Notes Section of this Invitation to Bid Form. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. Bidders, in lieu of a bond may submit a cashier's check, certified check or other acceptable document in the amount stated in the bid document. All Surety Companies are subject to College approval and may be rejected by the College without cause, in the same manner that bids may be rejected. Release of the performance bond or check will be made when all merchandise or work has been accepted and invoices have been approved for payment.
- E. **DEFAULT.** In the event that the successful bidder refuses to accept the purchase order, then he shall pay to the District Board of Trustees as liquidated damages an amount equal to twenty-five percent (25%) of the unit price bid times the quantity, or \$50.00, whichever is the larger amount. The bidder in question who fails to pay the penalty within 15 days after it is invoked shall lose eligibility to transact business with the District Board of Trustees (Board) for a period of one (1) year after the bid awarded date.

#### **VII. GENERAL REQUIREMENTS.**

- A. **INSPECTION DURING MANUFACTURE.** The College reserves the right to have inspectors on the premises of manufacturers during the manufacture of any products being furnished under the contract or as long as may be considered necessary by the College, all expenses of Inspectors to be paid by the College.
- B. **PACKAGING.**
- C. **TYPE.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The College assumes no responsibility for damages of any kind incurred in transit.
- D. **CONTAINER IDENTIFICATION.** The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container: (a) Bid number, (b) Contractor's Name and-or Trademark, (c) Names(s) of Item(s) contained (d) Item Number(s) with Quantity (ies).
- E. **DELIVERY.** Unless otherwise specified, deliveries shall be made between the hours of 7:30 A.M. and 3:30 P.M. except on Saturdays, Sundays, or Holidays, when all offices are closed. Merchandise shall be delivered to and unloaded at the receiving station at the site designated in the INVITATION TO BID FORM and there received by the designated agent of the College. One copy of the invoice or a Delivery Ticket, showing Item(s), Price(s), and Bid Number and-or Purchase Order Number must accompany delivery of merchandise.
- F. **RECEIVING INSPECTION AND TESTING.** The College reserves the right to reject any and all materials delivered which in the opinion of the College, or its authorized agent, do not comply with all bid requirements; and all materials so rejected shall be removed and replaced promptly by the bidder at no cost to the College.
- G. **INVOICES.** Unless otherwise specified, two (2) copies of the invoice must be sent to the Accounts Payable Department, Miami Dade College, 11011 S.W. 104th Street, Miami, Florida 33176. Invoices must be those of the bidder and must show Item(s), Price(s), and Bid Numbers and-or Purchase Order Number.
- H. **PAYMENT.** Unless otherwise indicated, payment will be made on or before 45 days after delivery, inspection, and acceptance by the College. Payment will be made only to the bidder.
- I. The attached HEALTH, EDUCATION & WELFARE form No. 429 "Nondiscrimination in Employment" is considered to be an integral part of the specifications of this bid.

**THE COLLEGE MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, OR IN THE INVITATION TO BID FORM, OR IN ATTACHMENTS WHICH BECOME PART OF THE BID.**

MIAMI DADE COLLEGE  
OF MIAMI, FLORIDA

Roman Martinez  
Group Director of Purchasing

An Equal Access/Equal Opportunity College

**MIAMI DADE COLLEGE  
NON-DISCRIMINATION IN EMPLOYMENT FORM**

**Miami Dade College is an equal access/equal opportunity institution which does not discriminate on the basis of sex, race, color, marital status, age, religion, national origin, ethnicity, disability, veteran's status, sexual orientation or genetic information. In cases of federal contracts, the COLLEGE and CONTRACTOR agree to abide by the requirements of the Equal Opportunity Clause (41 CFR 60-1.4(a)), the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA ) (41 CFR 60-300.5(a)), and Section 503 of the Rehabilitation Act (41 CFR 60-741.5). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that the COLLEGE and the CONTRACTOR take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

Legal Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Manual)

By: \_\_\_\_\_  
Name (Typed)

Date: \_\_\_\_\_

BID: 2017-GG-01 TITLE: ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS	OPENING DATE & TIME: 10/12/2016 AT 3:00 PM	BUYER: GILBERTO GONZALEZ
TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:		
<b>INSTRUCTIONS:</b> Please complete all required information in the space provided. Submit original to College Purchasing Department. Do not erase. Errors must be crossed out with changes initialed.		
<p><b>NOTE 1:</b> PURPOSE:</p> <p>This invitation to Bid (ITB) is issued to establish a contract with a qualified vendor to provide continuous and comprehensive athletic field grounds maintenance services for:</p> <p>One (1) Baseball Field    Approximately 250,000 sq. ft. (including infield clay area and green areas around bleachers and practice areas)          One (1) Softball Field    Approximately 75,000 sq. ft. (including infield clay area and green areas around bleachers)          One (1) Soccer Field    Approximately 300,000 sq. ft.          One (1) Track Field    Approximately 157,000 sq. ft.</p> <p>Contractor will be responsible for providing all labor, materials, equipment, and supplies necessary for the performance of the required services per bid notes and technical specifications/scope of work as defined further in this ITB, in order to maintain the athletic fields in the highest quality condition throughout the year. Prices quoted shall be an all-inclusive monthly fee.</p> <p><b>NOTE 2:</b> BIDDERS MINIMUM QUALIFICATIONS:</p> <ol style="list-style-type: none"> <li>Bidder shall have a minimum of five (5) years experience providing athletic field grounds maintenance and related services, of a similar scope, size and complexity as those services desired by the College and required under this ITB.</li> <li>Bidder shall have been in continuous operation for a minimum of the past five (5) years from the date that this ITB is issued.</li> <li>Bidder must provide at least three (3) references of clients with whom firm has executed contracts of similar scope of work and comparable size to this contract. Refer to NOTE 36. Use References Submittal Form attached.</li> <li>Bidder must be fully licensed/certified with all required State and/or local government licenses, certifications and permits, including, but not limited to, disease and pest control/pesticides, herbicides, irrigation, horticultural services, etc, as required to perform the requested services in this ITB.</li> </ol> <p><b>NOTE 3:</b> Services to be provided at the following job location:          Miami Dade College          Kendall Campus          11011 S.W. 104th Street          Miami, FL 33176</p> <p><b>NOTE 4</b> Bids must be received in the Purchasing Department, Kendall Campus, located at Building 9000, 11011 S.W. 104<sup>th</sup> Street, Miami, FL 33176, by 3:00 P.M. on October 12, 2016. Bids received after 3:00 P.M. on the day of submittal, will be returned to the bidder unopened. Bid closing time will be based on the time kept at the Purchasing Department. It is the sole responsibility of the bidder to assure that its bid is delivered on time.</p> <p><b>NOTE 5</b> It is suggested that bidders allow sufficient time between the delivery of the bid and the deadline time of 3:00 P.M. on the bid closing date, as to ensure a timely submission of bids. Due to limited parking availability, it is recommended that prospective bidders have two individuals deliver the proposal. One as the driver and one to deliver the bid package to the place for submission indicated on NOTE 4 above.</p> <p><b>NOTE 6</b> SITE VISIT (<b>STRONGLY RECOMMENDED</b>):</p> <p>Bidder is responsible to visit the site on his own time as to familiarize himself with the conditions and the extent of the work required to be performed under this contract. By submitting a bid, each bidder represents and certifies that he has</p>		

BID: 2017-GG-01 TITLE: ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS	OPENING DATE & TIME: 10/12/2016 AT 3:00 PM	BUYER: GILBERTO GONZALEZ
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inspected the job site, that he is familiar with the requirements of the bidding documents and that he has acquainted himself with local conditions affecting execution of the work.		
<b>NOTE 7</b> Award will be made to the responsive and responsible bidder offering the lowest cost for the goods and/or services that best meet the requirements of this ITB.		
<b>NOTE 8</b> The College may consider various factors in determining the lowest and best responsible bid, including without limitation, past performance with the College, experience, financial stability, resources to perform the work, the ability to meet the specifications and to complete services on time. The College reserves the right to deem a bid unresponsive for those bidders who have previously failed in performance of an award or who have failed to deliver a contract within the time required by the College. The College also reserves the right to disqualify any bidder when available evidence indicates that such bidder lacks the qualifications to perform the work as requested.		
<b>NOTE 9</b> The College reserves the right to award this bid; to reject any and all bids; or to waive any minor informality or technicality in the bids received.		
<b>NOTE 10</b> This contract will be for an initial period beginning January 1, 2017 through June 30, 2017. The College may extend this contract for up to four (4) additional one-year periods, by mutual consent between the College and the Contractor, provided same specifications and pricing remain without any changes.		
<b>NOTE 11</b> The award of this contract is estimated to be approved by the Miami Dade College, District Board of Trustees, at its regular meeting on November 15, 2016.		
<b>NOTE 12</b> <b>SUBMITTAL OF QUESTIONS:</b>  Any questions concerning this ITB, must be received in the Purchasing Department, in writing, no later than 3:00 P.M. on October 5, 2016. An Addendum will be issued to respond to questions posed. Any verbal or written information which is obtained other than, by information in this ITB document or by corresponding Addenda, shall not be binding on the College. All questions must be directed to:  Gilberto Gonzalez Buyer Email: <a href="mailto:ggonza23@mdc.edu">ggonza23@mdc.edu</a>		
Subject on the email should read as follows: <b><u>QUESTIONS – ITB No. 2017-GG-01 – Athletic Field Grounds Maintenance - Kendall Campus.</u></b>		
Provide the following information when submitting your questions: <ul style="list-style-type: none"> <li>• Company Name</li> <li>• Telephone and Fax numbers</li> <li>• Email Address</li> </ul>		
<u>Communication by prospective bidders with any other Miami Dade College employee or Board of Trustees member regarding this solicitation, or their interest in being selected for an award, either directly or indirectly, is strictly prohibited, and will result in the bidder being disqualified from consideration for award of this ITB.</u>		

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TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:  
 \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Please complete all required information in the space provided. Submit original to College Purchasing Department. Do not erase. Errors must be crossed out with changes initialed.

**NOTE 13**  
 Bidder shall indicate in the space provided below, their Federal Employer Identification Number (FEIN):  
 \_\_\_\_\_

**NOTE 14**  
 In order to eliminate any conflict of interest in making awards, the Miami Dade College District Board of Trustees has requested all bidders to provide the following information concerning their principal interests. Principal interests are defined as follows:

Sole Proprietorship – Owner  
 \_\_\_\_\_

If Partnership – Owners or Partners  
 \_\_\_\_\_  
 \_\_\_\_\_

If Corporation – President or Chief Executive Officer  
 \_\_\_\_\_

**NOTE 15**  
 BIDDER CONTACT INFORMATION:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Office Phone No.: \_\_\_\_\_  
 Cell Phone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

**NOTE 16**  
 W-9 FORM:

It is a requirement of this ITB that all bidders submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification), latest version, with their bids. The W-9 form may be downloaded at [www.irs.gov](http://www.irs.gov).

**NOTE 17**  
 CONE OF SILENCE:

From the time the public advertisement of the bid takes place until the bid is awarded and approved by the Board of Trustees, a bidder shall not contact any other college personnel or members of the College's District Board of Trustees, or administrative staff, either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this bid process and respondent would not receive further consideration regarding this bid.

It is expected that personnel and team members from firms that have applied for this bid refrain from posting opinions, provide commentary or engage in any discussion regarding this bid by the use of social media such as Twitter, Facebook, My Space or any other such media alike. Violation of these guidelines may result in disqualification of the vendor. The latter applies to employees of the bidder, retained consultants or any other representative or individual promoting on behalf of the bidder. Violation of these guidelines may constitute grounds for disqualification.

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**NOTE 18**

**PROTEST OF BID DOCUMENT:**

All bidders are required to thoroughly review the bid document within a reasonable time after receipt. Any concerns or comments relating to the bid documents shall be brought to the attention of the Director of Purchasing, in writing promptly after receipt of the documents. However, if the bidder desires to protest the bid, or any of the specifications, requirements, or procedures thereof, the bidder will be required to comply with the Miami Dade College Bid Protest Procedures, a copy of which is available from the Director of Purchasing, within seventy-two (72) hours after receipt of the bid documents. Failure to comply with this procedure will constitute a waiver by the bidder of any right to later protest on the basis or the form, content and substance, including without limitation, the specifications, requirements or procedures of the bid documents.

**NOTE 19**

**BID PROTEST:**

Notices of decision or intended decision to recommend or reject bids shall be posted in the Purchasing Department by **October 19, 2016**. In the event that an unsuccessful Bidder desires to protest the College's notice of intended decision to award or reject bids, the adversely affected bidder shall be required to comply with Miami Dade College Bid Protest Procedures, a copy of which is available from the Purchasing Department, including, without limitation, filing a notice of protest with the Director of Purchasing in writing within seventy-two (72) hours after the posting or, in the case of a mailing or hand delivery, within 72 hours after receipt of the notice of intended decision, and filing a formal written protest within 10 calendar days after the date the notice of protest is filed.

Failure to file a protest within the time prescribed herein, which complies with Section 120, 53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**NOTE 20**

**SMALL AND LOCAL BUSINESS ENTERPRISE:**

The College has adopted Policy VI-4 and Procedure No. 6550, regarding Small and Local Business Enterprise (SLBE) Utilization. Sub-Contracting agreement form can be located in the Attachment section. This form must be completed and return with your bid package. Please make sure you carefully review the SLBE policy. The College is conducting this Invitation to Bid in accordance with Section I of Procedure 6550 "Mandatory Sub-Contracting". The College has set a fifteen percent (15%) SLBE goal for this selection. To learn more about MDC Small Local Business Enterprise and Policy visit <https://www.mdc.edu/main/msbe>.

**NOTE 21**

Miami Dade College is committed to encouraging the utilization of minority owned businesses in the procurement of goods and services, in accordance with applicable laws.

**NOTE 22**

Bidder shall provide in the space below the following (for informational purposes only):

Minority Business: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, enter Minority Business Designation: \_\_\_\_\_

Small Business: Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTE 23**

**ADDITION OR DELETION OF TERMS OR CONDITIONS:**

No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely

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through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid.		
<b>NOTE 24</b> Each bidder must inform himself fully as to the nature and extent of the work, of the conditions relating to the services under which the work is now being or will be performed and be familiar with the contract documents and their requirements. Failure to do so will not relieve a successful bidder of his obligations to furnish all materials and labor necessary to carry out the provisions set forth in this ITB. Insofar as possible, the bidder, in carrying out his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or College activities.		
<b>NOTE 25</b> Determination of satisfactory performance of this contract by the vendor is reserved solely for the College and any failure by the Contractor to perform satisfactorily during the period of the contract renders the contract voidable by the College by giving thirty (30) days written notice to the Contractor.		
<b>NOTE 26</b> Successful bidder may be required to execute a contract with the College, prior to provision of a Purchase Order/Notice-to-Proceed.		
<b>NOTE 27</b> MATERIAL SAFETY DATA SHEET (MSDS):  As per Florida Statue, the Right to Know Law, the College requires that Material Safety Data Sheets (MSDS) be required for all items, materials and/or substances to be provided under this bid. Bidder must supply all MSDS, upon request by the College. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. The College, for the purpose of safeguarding the health and safety of students and staff, requires that all submitted MSDS must be current and reviewed by the bidder with the manufacturer within the last calendar year. Bidder, by virtue of signing bid, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-to-Know Law, and should have the bid number and bid item number (if applicable) stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the bidder for the corresponding item.		
<b>NOTE 28</b> PROTECTION OF WORK, PROPERTY AND PERSONNEL:  The successful bidder shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the successful bidder. The successful bidder shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the work schedule.  Additionally, Contractor will make every effort to protect those areas leading to the surrounding job site(s) and to leave the area in perfect, complete and undamaged condition. The Contractor shall be responsible for any damage incurred in those areas as a direct result of the work in progress and shall make the necessary replacement or repair at no cost to the College.		
<b>NOTE 29</b> EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:  Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and bidder shall make available to the College all of its resources such as vehicles, equipment, tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of the contract.		



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<p><b>NOTE 30</b> Contractor's personnel must check in and out with MDC, Kendall Campus, Security Office, each day upon arrival and departure from the job site.</p> <p><b>NOTE 31</b> PROBATION PERIOD:  The first six (6) months of the contract will be considered probationary. The probationary period may be extended for additional six (6) month periods if the College deems it necessary. The College representative will notify the Contractor of any contract deficiencies verbally and in writing and the timeframe when the situation must be remedied. The College representative shall be notified when corrections have been completed. If the deficiencies observed are not satisfactorily corrected within the timeframe specified by the College, the College reserves the right to terminate the contract per the termination of contract provisions.</p> <p><b>NOTE 32</b> EQUIPMENT:  All Contractor equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the College shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the College. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.</p> <p><b>NOTE 33</b> OSHA:  The bidder warrants that the product and/or service to be supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered a breach of contract. Occupational Safety and Health Act (OSHA) standards shall be strictly utilized.</p> <p><b>NOTE 34</b> ADDING OR DELETING CAMPUS/CENTER LOCATIONS:  The College may, during the term of the contract, add or delete service, wholly or in part, at any other COLLEGE campus or center location.</p> <p><b>NOTE 35</b> NON-APPROPRIATIONS:  Any contract entered into by the College resulting from this bid invitation, shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the bidder shall not prohibit or otherwise limit the College's right to pursue and contract for alternate solutions and/or remedies as deemed necessary by the College to conduct its affairs.</p> <p><b>NOTE 36</b> REFERENCES:  A list of three (3) business/professional references in the Miami-Dade County area shall be submitted with your bid. These references should be clients where your firm has done business within the past year on services equal in quality and scope to the services as specified herein.</p> <p>Please provide references that can be confirmed, including company names with contact name, telephone number, fax number, and e-mail. Use References Submittal Form attached.</p>		

BID: 2017-GG-01 TITLE: ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS	OPENING DATE & TIME: 10/12/2016 AT 3:00 PM	BUYER: GILBERTO GONZALEZ
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TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:

**INSTRUCTIONS:** Please complete all required information in the space provided. Submit original to College Purchasing Department. Do not erase. Errors must be crossed out with changes initialed.

**NOTE 37**

All Maintenance Work shall be accomplished during normal working hours, Monday to Friday, from 8:00 A.M. until 4:30 P.M. Special Events Work may have to be performed during evening and/or weekend hours. All work schedules must be approved in advanced by the College Plant and Facilities Maintenance Department.

**NOTE 38**

The bidder must include with its bid response, documentation as specified below. Failure to provide any of the required documents with this bid, may result in the bidder being disqualified.

1. Miami-Dade, Broward or Palm Beach County local business tax receipt (Formerly: Occupational License).
2. Copies of all licenses required to perform work outlined in this bid.
3. Insurance Certificate(s).

**NOTE 39**

**INSURANCE COVERAGE:**

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

1. Workers' Compensation Insurance and Disability Benefits Insurance for all employees of the bidder, in accordance with Florida Statute 440.
2. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to include Broad Form Property Damage.
3. Automobile Liability covering all owned, pre-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance specified above shall cover all services to be provided by the successful bidder and its agents, employees and representatives throughout the term of the contract.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with ratings of (a) no less than "B" as to management, and (b) no less than "Class VII" 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 approval of the College Risk Management Division.

Or

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

NOTE: The following information must be referenced on each certificate:

**ITB 2016-GG-01, Athletic Field Grounds Maintenance – Kendall Campus.**

All insurance policies require that Miami Dade College be shown as Certificate Holder and be named as an additional insured, but only with respect to operations of the successful bidder under this contract.

Certificates will indicate that the policies of insurance covered by this certificate(s) will not be allowed to expire, be canceled or terminated prior to their maturity date unless there shall be given no less than thirty (30) days written notice to the College.

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<p>In the event that the successful bidder shall fail to maintain and keep in force Comprehensive General Liability Insurance, Workers' Compensation Coverage, and Automobile Liability Insurance, and other insurance coverage, as hereinabove provided, the College shall have the right to cancel and terminate the contract forthwith and without notice.</p> <p>Compliance with the foregoing requirements shall not relieve the bidder of liability and obligation under this section or under any other section of this contract.</p> <p>It is the responsibility of the bidder to supply the documentation the College requires.</p> <p>Prior to the commencement of the contract and for each renewal term, if any, the successful bidder shall deliver certificates of insurance evidencing such policy or policies to the College.</p> <p><b>NOTE 40</b>          "HOLD HARMLESS" CLAUSE:</p> <p>The successful bidder solely assumes the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful bidder and/or the successful bidder's employees, including losses, expenses or damages sustained by the College.</p> <p>The successful bidder shall hold the College and its personnel and the MDC District Board of Trustees, harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the successful bidder and/or the successful bidder's employees in the performance of this contract; and, in case of any action brought therefore against the College or any of its agents or employees, the successful bidder shall assume full responsibility for the defense thereof, and upon his failure to do so on the proper notice, the College reserves the right to defend such motion and charge all cost thereof to the successful bidder. The successful bidder shall take all precautions necessary to protect the public against injury.</p> <p><b>NOTE 41</b>          Upon request, the bidder being considered for an award must supply evidence of having executed contracts of size comparable to this contract and of his experience and ample financial resources to enable him to perform in a satisfactory manner. The College reserves the right to disqualify and bidder when available evidence indicates that said bidder lacks the qualifications to carry out the terms of the contract properly.</p> <p><b>NOTE 42</b>          The College must, at all times have access to the bidder's shops or plants for inspection. The College reserves the right to make such investigations as may deem necessary to determine the ability of any bidder to perform the work, and the bidder shall provide the College all information requested.</p> <p><b>NOTE 43</b>          By submitting a bid, each bidder represents that he is familiar with the requirements of the bidding documents and that he has visited the site and acquainted himself with local conditions affecting the execution of the work.</p> <p><b>NOTE 44</b>          Each bidder must inform himself fully of the conditions relating to the site(s) under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions set forth in his bid. Insofar as possible, the bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or any College activities.</p> <p><b>NOTE 45:</b>          TERMINATION FOR CONVENIENCE:</p> <p>Miami Dade College may, for its convenience, terminate the services then remaining to be performed at any time without</p>		

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<p>cause by giving written notice to successful bidder/proposer of such termination, which shall become effective thirty (30) days following receipt by bidder/proposer of such notice.</p> <p>In that event, all finished or unfinished documents and other materials shall be properly delivered to the College. If the Agreement is terminated by Miami Dade College as provided in this section, the College shall compensate the successful bidder/proposer in accordance with the Agreement for all services actually performed by the successful bidder/proposer and reasonable direct costs of successful bidder/proposer for assembling and delivering to Miami Dade College all documents.</p> <p>No compensation shall be due to the successful bidder/proposer for any profits that the successful bidder/proposer expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the Miami Dade College's liability to the successful bidder/proposer upon a termination as provided for in this section.</p> <p><b>NOTE 46:</b> TERMINATION FOR DEFAULT:</p> <p>If through any cause within the reasonable control of the successful bidder/proposer, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, Miami Dade College shall there upon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder/proposer of such termination which shall become effective upon receipt by the successful bidder/proposer of the written termination notice.</p> <p>In that event, Miami Dade College shall compensate the successful bidder/proposer in accordance with the Agreement for all services performed by the proposer prior to termination, net of any costs incurred by the College as a consequence of the default.</p> <p>Notwithstanding the above, the successful bidder/proposer shall not be relieved of liability to Miami Dade College for damages sustained by the College by virtue of any breach of the Agreement by the bidder/proposer, and the College may reasonably withhold payments to the successful bidder/proposer for the purposes of set off until such time as the exact amount of damages due the College from the successful bidder/proposer is determined.</p> <p><b>NOTE 47:</b> TERMINATION FOR CAUSE:</p> <p>Notwithstanding the aforementioned, the College may terminate this contract immediately for cause, default or negligence on the part of the successful bidder. If the College terminates this contract for cause, default or negligence on the part of the successful bidder, the thirty (30) day advance notice requirement is waived, and termination costs shall not apply.</p> <p><b>NOTE 48:</b> Prospective bidder shall describe and explain any public filings such as pending litigation, major disputes, contract defaults, bankruptcy filings or any other public filing documentation filed within the last 2 years. Name the litigants involved and the month and year the case or claim was filed, venue and a full description of the claims raised in the litigation. Please provide the name, phone number and email address of a contact person in your company who can provide additional information or clarify any questions regarding these matters. If there is no litigation or any other public filing submitted by your company within the last 2 years, please provide a notarized statement stating that fact.</p> <p>The Miami Dade College Purchasing Department reserves the right to request additional information to be submitted by the selected bidder for this bid. This information may include and would not be limited to the following:</p> <ol style="list-style-type: none"> <li>1) Submission of latest Financial Statements</li> <li>2) Clarification as to change of company or corporation name.</li> <li>3) Submission of a Bid Bond or retainage fee.</li> </ol> <p><b>NOTE 49:</b> PUBLIC ENTITY CRIMES:</p> <p>A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may</p>		

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not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 \$10,000 for a period of 36 months from the date of being placed on the convicted vendor list. As per State of Florida Statute 287.133 (2) (a).		
<b>NOTE 50</b> Contractor shall invoice on a monthly basis. Payments shall be based on the invoices submitted on monthly basis for work performed in the previous month.		

**REFERENCES SUBMITTAL FORM**  
**ITB 2017-GG-01**  
**ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS**

**REFERENCE NO. 1:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**REFERENCE NO. 2:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**REFERENCE NO. 3:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## **ATTACHMENT “A”**

### **Technical Specifications/Scope of Work**

**A. Activity, Frequency and Materials:**

- The Contractor shall be responsible to provide all trained labor personnel, supervision, equipment, supplies, chemicals, tools, materials, and other items both necessary and incidental to ensure continuous and complete performance of the athletic field grounds maintenance, in a manner that will present a clean, neat and professional appearance of the fields, and as specified throughout the solicitation, including, but not limited to the following activities, minimum frequencies and materials:

<b>BASEBALL FIELD</b>	<b>Approximately 250,000 Sq. Ft.</b> (including infield clay area and green areas around bleachers and practice areas)
<b>SOFTBALL FIELD</b>	<b>Approximately 75,000 Sq. Ft.</b> (including infield clay area and green areas around bleachers)
<b>Activity</b>	<b>Minimum Frequency</b>
<b>Aerification/Verticutting/Slicing</b>	Three (3) times annually
<b>Herbicide Control</b> (Applications for the control of weeds in the playing fields)	As necessary
<b>Pre-emergent Herbicide Control</b> (For weed prevention)	Two (2) applications annually
<b>Fertilization</b> (To provide proper nutrients to maintain healthy turf and to assist wear and tear tolerance)	Eight (8) applications annually
<b>Pest Control</b> (Prevention of insect damage and the control of Mole Cricket/Fire Ants in the playing fields which could cause player injury)	As necessary
<b>Topdress Sand Application</b> (Application of sand to level the playing surface and fill in imperfections caused by cleat divots and wear)	Two (2) applications annually to the infield and areas in front of the dugouts as follows: <ul style="list-style-type: none"> <li>a. One (1) application at the end of the playing season</li> <li>b. One (1) application in December prior to the start of the season</li> </ul>
<b>Mowing/Edging/Trimming</b>	Two (2) times weekly
<b>Re-surfacing Clay Infields</b>	As necessary
<b>Rebuild Pitcher Mounds</b>	One (1) time annually
<b>Striping/Lining</b>	As necessary on the day of the game during each Semester.

<b>SOCCER FIELD</b>	<b>Approximately 300,000 Sq. Ft.</b>
<b>TRACK FIELD</b>	<b>Approximately 157,000 Sq. Ft.</b>
<b>Activity</b>	<b>Minimum Frequency</b>
<b>Aerification/Verticutting/Slicing</b>	Two (2) times annually
<b>Herbicide Control</b> (Applications for the control of weeds in the playing fields)	Five (5) applications annually
<b>Fertilization</b> (To provide proper nutrients to maintain healthy turf and to assist wear and tear tolerance)	Six (6) applications annually
<b>Pest Control</b> (Prevention of insect damage and the control of Mole Cricket/Fire Ants in the playing fields which could cause player injury)	One (1) application annually
<b>Mowing/Edging/Trimming</b>	Two (2) times weekly
<b>Striping/Lining</b>	As necessary on the day of the game during each



	Semester. Refer to Attachment "B", Spring 2017 Semester Soccer Schedule. Dates are subject to change.
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<b>ESTIMATED LIST OF MATERIALS TO BE PROVIDED BY CONTRACTOR</b> (This is not an all-inclusive list)
Infield Conditioner (Pro's Choice brand or equal of same or superior quality)
Mound Packing Clay (Pro's Choice brand or equal of same or superior quality)
Environmentally Friendly Athletic Field Marking Chalk
Aerosol Paint for foul lines
Winter Ryegrass
Infield Clay
Warning Track Brick Chips
Topdressing sand

- Contractor must have a proven history in the care and maintenance of athletic fields, and shall be fully responsible for providing customer service, quality control and all other services necessary to perform the work. The services provided shall meet or exceed the minimum standards as established by the Contract.
- Contractor shall keep the College apprised of any and all conditions that could adversely affect the athletic fields.
- Contractor must have at least one (1) employee with a degree in turf management, agronomy, horticulture or a related field to manage this contract.
- Contractor shall supervise the work of its employee(s) at the site. This person shall have full authority to act on behalf of the Contractor on all matters relating to the daily work on the fields and shall be the point of contact for the College.
- Contractor shall manage the scope of work required to assure adequate and timely completion. Such management shall include, but is not limited to, planning, scheduling, maintaining of records and quality control.
- All work, including required materials and supplies, unless otherwise specified herein, shall be borne by the Contractor, and shall be part of the total amount of the bid.
- Contractor shall implement turf management practices and horticultural practices as recommended by the Institute for Food and Agriculture Services (IFAS), University of Florida, Gainesville, Florida, as found in the publication "Florida Lawn Handbook," current edition.
- Although, approximate square footage for each athletic field has been provided, each respondent is responsible for determining all factors necessary for the submission of a comprehensive bid response to this ITB. This includes, but is not limited to, measuring each field, if necessary, to determine your bid cost for services.

**B. On-Site Daily Labor:**

- Contractor shall provide at least one (1) on-site employee for daily labor and maintenance, for eight (8) hours per day, forty (40) hours per week, for the upkeep of the athletic field grounds including the following duties at a minimum:
  - i. Mound and bullpen maintenance
  - ii. Infield clay work including dragging and raking
  - iii. Painting and chalking on baseball, softball and soccer fields, as necessary
  - iv. Spot weed control on facilities as needed such as under bleachers, fence lines and warning track
  - v. Edging of grass lines on baseball and softball fields and running track
- The On-Site employee(s) shall be experienced in maintaining and upkeeping athletic field grounds, and will be supported and guided by Contractor.

**C. Annual Maintenance of Baseball and Softball Fields:**

- Contractor shall, in addition to the other required tasks identified elsewhere in the solicitation, and as part of its contractual responsibilities:
  - i. Provide all materials, equipment and labor for the re-surfacing of the infield clay areas of the baseball and softball fields.
  - ii. Provide and spread two loads of new clay to each field; roto-till clay to blend new clay with existing clay; laser grade surface to proper level.
  - iii. Rebuild all pitcher mounds.

- iv. Provide and spread one load each field of warning track brick chips for re-surfacing of the warning tracks.
- v. Maintain infield clay areas of baseball and softball fields to proper specifications.

**D. Personnel and Equipment Practices:**

- No activity shall be carried out in a manner that will disrupt, inconvenience, or endanger any College student, staff or public guest on the grounds.
- Contractor must maintain all its equipment to manufacturer safety specifications. Any equipment that does not meet minimum safety specification, may be prohibited, at the sole discretion of the College. Examples of safety violations include, but are not limited to, removal of safety devices from equipment, nonworking safety devices on equipment, body damage or rust exposing blades or moving parts, and exposed belts and/or drive chains.
- Contractor shall provide all personnel, at minimum, with the safety equipment necessary to complete their tasks, as appropriated.
- All Contractor personnel shall be required to wear proper attire, which, at a minimum, shall include a standard shirt bearing the company name and/or logo. All personnel shall present a good appearance and maintain a professional code of conduct. Contractor shall maintain satisfactory standards of employees competency, conduct, appearance, and integrity, and shall take such disciplinary action against employees, as necessary.
- Limited space will be provided at the College site for the proper storage of Contractor's equipment. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor.

**E. Work Schedule and Coordination:**

- All maintenance work shall be accomplished during normal working hours, Monday to Friday, from 8:00 A.M. until 4:30 P.M.
- Special Events work may require to be performed during evening and/or weekend hours.
- No maintenance work shall occur on Sundays or holidays, unless prior approval has been requested to and provided by the College's Facilities Department, or as previously scheduled and agreed upon.
- The Contractor shall coordinate the maintenance work schedule with the Facilities Department so as not to conflict with any scheduled activity or event.

**F. Debris Removal:**

- Any debris in the fields is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the fields and the equipment operators.
- Contractor shall perform debris removal in all areas of the field where work is performed. Responsibilities shall include, but not limited to, the removal and disposal of all natural debris and man-made debris, including stones and rubbish that appear on the surfaces.
- Contractor shall sweep any dirt or stones resulting from the work and remove the trimmings, dirt, and stones from the premises. Grass clippings or debris caused by mowing or trimming will be removed on the same day as mowed or trimmed.
- Contractor shall properly dispose of all debris at off-site locations in accordance with existing federal, state, and local regulations.
- College facility dumpsters or other containers are not to be used for disposal of any debris or trimmings.
- Contractor shall notify the Facilities Department immediately of any debris or any other situation(s) that could create a hazardous condition.

**G. Mowing:**

- Properly maintained grass and vegetation provides a pleasing appearance and proper ground cover for athletic/turf field grounds, and presents less chance of defects and potential safety problems, including a reduction in possible injuries during sports activities, as a result of improperly maintained turf and athletic fields. As such, all turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting.
- Mowing cycles shall alternate cutting direction, at a minimum of monthly.
- Mowing equipment blades shall be sharpened, as often as necessary, to cut grass with a clean edge.
- Grass shall be mowed in a manner that it does not appear torn, ripped, shredded, or otherwise exhibits uneven rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Facilities Department, at no additional cost to the College.
- There shall never be visible rows or clumps of turf clippings allowed to remain on turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the field.

- Paved areas shall be swept or vacuumed free of any resulting dirt and debris.
- Mowing wet grass shall be avoided whenever possible.
- Turf shall be free of bare ground. Bare grass areas shall be restored and reseeded or re-sodded and soil conditions improved at. The areas shall be seeded after grading and sufficiently watered to promote growth.

#### **H. Edging:**

- Edging shall be completed in conjunction with each mowing cycle.
- A mechanical blade edger shall be used for all edging.
- Edging with string-type trimmers is not permitted.
- Mechanically edge all junctions of turf grass and any other material surface, such as clay infield, warning strips, pathways, and fence buffers.
- Extreme care shall be exercised to prevent damage to concrete during the edging process.
- Dirt and debris produced by edging shall be removed and swept from adjacent hard surfaces.

#### **I. Trimming:**

- Trimming shall be performed concurrently (same day) as turf mowing.
- Turf shall be trimmed, using line trimming or other standard industry practices.
- All cuttings shall be removed immediately after trimming.

#### **J. Aeration, Verticutting, Slicing:**

- Core aeration must be performed at all Bermuda turf areas for maximum growth potential and health of all turf. Aerification will assist in relieving compaction caused by constant use of the fields and will allow for better sunlight penetration and air circulation throughout the soil and root zone.
- In areas with noticeable compaction and wear, additional aerification will be required.
- Verticutting must be performed at all Bermuda turf areas at least once a year.
- Thatch build-up needs to be monitored and alleviated when necessary.
- Dethatching should be maintained at a depth of ¼" – ½" inch of depth and thatch shall be collected and disposed of by the Contractor.
- Spiking or slicing shall be performed at all Bermuda turf areas at least once a year.

#### **K. Topdressing:**

- Topdressing shall be completed to all Bermuda turf areas to maintain proper field level.
- Topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis.
- Material shall be applied to all athletic turf field areas at a depth for proper coverage.

#### **L. Clay Infields:**

- Clay areas shall be maintained in a playable condition during the actual season including preseason training and post season play.
- All clay work shall be evaluated two (2) months prior to the baseball or softball season beginning. Trimming of the infield, addition of clay, resetting bases, and reworking the pitcher's mound shall be done at this time.
- Clay areas shall be maintained free of weeds, rocks, and sticks.
- During baseball and softball seasons, dragging the clay areas shall be performed each day prior to use. This includes preseason practices.
- Fields shall be leveled and graded at least once a year.
- Infield areas shall be re-trimmed annually to remove the lip that forms around the infield.

#### **M. Striping and Lining**

- Field striping will be required for all games. Game striping shall be done the day of the game. Game schedules for each Semester, will be provided to Contractor during the then current year. Dates are subject to change with prior advance notice by the College.
- All chalk lines shall be done fresh for each game.
- Contractor must use environmentally friendly chalk when striping/lining the fields.
- Lining configurations shall be coordinated with the coaching staff or the events coordinator for that sport and must be acceptable to the game officials. Lining configurations will change according to the age group category of the playing teams. The College will make every attempt to provide required lining configurations at least two (2) days before each game.

- Additional markings required by the officials shall be done at no extra cost to the College.
- Equipment and templates for lining shall be left secured but available to the College staff.

#### **N. Herbicide Control:**

- Contractor shall perform herbicide control to prevent the encroachment of weeds into established turf.
- Contractor may use herbicides to kill all weeds and foreign grasses in the performance of the work.
- Use and application shall be in strict compliance with the manufacturer's label directions and federal, state, and local regulations.
- Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides.
- The use and application of any pesticide must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.
- Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along concrete paths, jogging paths, fences, and expansion joints, etc.
- Applicators shall be licensed in accordance with State regulations and shall follow all manufacturer label application rates, safety precautions and disposal directions.
- Turf shall be free of undesired vegetation as those identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida.
- Contractor shall be required to obtain the prior written approval of the Facilities Department prior to the use of any herbicide(s). Any proposed changes to previously approved herbicide usage shall be submitted for the Facilities Department's approval at least five (5) working days in advance of the anticipated usage.
- Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Facilities Department.
- Contractor shall provide upon request by the Facilities Department, the Material Safety Data Sheets (MSDS) for all herbicide chemicals used.

#### **O. Pest and Disease Identification and Control**

- The primary concern in the athletic fields are Mole Crickets and Fire Ants, however, the Contractor shall control or eradicate diseases and infestations by insects, leaf miners, and other pests including, but not limited to, white fly, by spraying affected areas with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary.
- Contractor shall have the responsibility for turf insect and disease(s) control.
- Contractor shall perform pest and disease control as necessary to prevent the establishment of insects and disease in established turf.
- All turf material shall be maintained in a healthy and sustainable condition.
- Contractor shall only use those pesticides and disease control methods that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder.
- All pesticides and fungicides applications shall be performed so as to avoid impacts to surrounding natural areas.
- All pesticides and fungicides applications shall be performed by duly licensed applicators in strict accordance with all federal, state and local regulations. Any pesticides shall be applied by Florida licensed and certified personnel.
- The use and application of any pest control must comply with Chapter 482 of the Florida Statutes and Chapter 5E-14 of the Florida Administrative Code.
- Applicators shall be licensed in accordance with State regulations and shall follow all manufacturer label application rates, safety precautions and disposal directions.
- Any treatment that may damage any portion of the athletic field grounds shall be performed in accordance with federal and state regulations.
- If the Contractor should fail to report any turf disease(s) or pest infestation(s) that result in damage to the athletic field grounds under the responsibility of the Contractor, the Contractor shall replace or repair such damage.
- Contractor shall perform Mole Cricket and Fire Ants control as necessary to prevent the establishment of Fire Ant colonies in established turf.
- Contractor assumes all liability for damage and/or injury resulting from accident of misuse of these products and/or equipment.

- Contractor shall exercise extreme care as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.
- The College reserves the right to prohibit the use of any pesticide or herbicide.
- The posting of any required notifications regarding re-entry periods, if required, is the sole responsibility of the Contractor. After each chemical application, the Contractor must place the appropriate signs on the fields and shall remove them in accordance with the chemical products' recommended standards.
- Contractor shall be required to obtain the prior written approval of the Facilities Department prior to the use of any pesticide(s). Any proposed changes to previously approved pesticides shall be submitted for the Facilities Department's approval at least five (5) working days in advance of the anticipated usage.
- Contractor shall maintain records of all pesticide usage on a Contractor provided form. This form shall be filled out as insect and/or turf disease control operations are performed, and all entries must be available for inspection upon request from the Facilities Department.
- Contractor shall provide upon request by the Facilities Department, the Material Safety Data Sheets (MSDS) for all pesticide chemicals used.

**P. Fertilization:**

- The Contractor shall perform an effective commercial fertilizer program in a manner that will maintain healthy turf, and present a clean, neat and professional appearance.
- Fertilizers shall be commercial grade and must be approved in advance by the Facilities Department.
- Fertilizers must be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on the desired performance work standard of maintaining turf that are healthy, full formed, lush, and aesthetically pleasing.
- Contractor shall notify the Facilities Department one (1) week in advance of fertilizing so that any necessary changes to the College operations or activities can be made.
- Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request by the Facilities Department.
- Contractor may need to apply additional fertilization in some areas of the work during the year to control weed growth and/or promote the health of the turf. Such application(s) of fertilizer shall be performed at no additional cost to the College.
- Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, and indication of conformance to state and federal laws.
- All residual fertilizers remaining on any hardscape surfaces shall be removed immediately after the application process is completed to avoid staining.
- The use and application of any fertilizer must comply with Chapter 576 of the Florida Statutes and Chapter 5E-1 of the Florida Administrative Code.
- Contractor shall provide upon request by the Facilities Department, the Material Safety Data Sheets (MSDS) for all fertilizer chemicals used.

**Q. Irrigation System Maintenance:**

- Contractor shall be responsible for ensuring due care of all irrigation systems, and shall become familiarized with the College irrigation systems upon execution of a contract.
- The Contractor shall notify the College of any irrigation related issues that may impact the performance of the work.
- Contractor shall observe all work areas prior to mowing.
- Irrigation heads that remain in an extended position are the responsibility of the Contractor to reset.
- Contractor shall be responsible for the replacement and repairs when damage is caused by the Contractor.
- Any existing damage to the irrigation system, including but not limited to: missing or inoperable heads; damaged controls or pumps; missing valve box lids; or damaged valves shall be reported to the Facilities Department so repairs and replacements can be scheduled on a Time and Materials basis.

**R. Irrigation:**

- Athletic field grounds shall receive sufficient amounts of water, as necessary, to present a uniform green color without browning or barren areas resulting from lack of water.

**S. Additional Services:**

- Upon notification by the College, the Contractor may be requested to perform additional grounds and athletic field maintenance services required in areas covered under the contract. A quote will be requested from the

Contractor, and if accepted, authorized through the issuance of a Work Order/Purchase Order on a Time and Materials basis. Type of work may include, but not limited to, the following:

- i. Pressure cleaning services, including bleachers and dugout
- ii. Fence repairs
- iii. Painting of dugout
- iv. Repair of bleachers
- v. Irrigation System repairs, including sprinkler heads replacement
- vi. Soil conditioning
- vii. Soil testing
- viii. Sod replacement
- ix. Additional aerification services
- x. Additional applications of pesticides, fungicides, herbicides and/or fertilizers
- xi. Special equipment required for additional work not governed by contract specifications
- xii. Repairs of equipment owned by the College for the use in the maintenance of the athletic fields
- xiii. Vacuuming of Track Field

## **ATTACHMENT “B”**

### **Spring Semester 2017 Soccer Schedule**

(Dates are subject to change)

January 14th, 2017  
January 21st, 2017  
January 28th, 2017  
February 4th, 2017  
February 11th, 2017  
February 18th, 2017  
February 25th, 2017  
March 4th, 2017  
March 25th, 2017  
April 1st, 2017  
April 8th, 2017  
April 22nd, 2017  
April 29th, 2017  
May 6th, 2017  
May 13th, 2017  
May 20th, 2017

**STATEMENT OF NO RESPONSE**

**BID NO. 2017-GG-01  
ATHLETIC FIELD GROUNDS MAINTENANCE -  
KENDALL CAMPUS**

The undersigned declines to submit a bid for Bid No. 2017-GG-01  
for the following reason:

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Please return this form to the following address if you are not submitting a bid.  
Thank you for your interest.

Gilberto Gonzalez  
Buyer  
Purchasing Department  
Miami Dade College  
11011 SW 104th Street  
Miami, FL 33176



**SEAL AND RETURN YOUR BID**  
**WITH THIS COVER SHEET**

**FROM:**

**NAME OF BIDDER:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TO:**

**MIAMI DADE COLLEGE**  
**PURCHASING DEPARTMENT**  
**ROOM #9254**  
**11011 S.W. 104<sup>th</sup> Street**  
**Miami, Florida 33176-3393**

**BID:** 2017-GG-01  
**RETURN:** WEDNESDAY, OCTOBER 12, 2016 AT 3:00 PM  
**BID TITLE:** ATHLETIC FIELD GROUNDS MAINTENANCE -  
KENDALL CAMPUS  
**BIDDER:** \_\_\_\_\_  
**BUYER:** GILBERTO GONZALEZ

## BID COST SHEET

BID: 2017-GG-01 TITLE: ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS	OPENING DATE & TIME: 10/12/2016 AT 3:00 PM	BUYER: GILBERTO GONZALEZ
TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER: <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/>		
<b>INSTRUCTIONS:</b> Please complete all required information in the space provided. Submit original to College Purchasing Department. Do not erase. Errors must be crossed out with changes initialed.		

Awarded bidder **MUST** provide all equipment, labor, material, miscellaneous items and supervision necessary to perform the full extent of the required work as specified in the attached contract documents; to include the technical specifications/scope of work and bid notes. All work, including required materials and supplies, unless otherwise specified herein, shall be borne by the Contractor, and shall be part of the total amount of the bid.

DESCRIPTION	QUANTITY	UNIT OF MEASURE	MONTHLY COST per LEVEL OF SERVICE	TOTAL COST PER YEAR
Grounds Maintenance of Athletic fields: a. one (1) Baseball field b. one (1) Softball field c. one (1) Soccer field d. one (1) Track field, per technical specifications/scope of work and requirements referenced in the solicitation.	12	MONTHS	\$ _____	\$ _____

**Alternates:**

***(Alternates will not be considered in the determination of the award of this bid)***

Item No.	Description	Unit of Measure	Unit Price
1	Sod Replacement (including removal of damaged sod and installation of new sod)	Sq. Ft.	\$
2	Soil Conditioning	Per Job	\$
3	Soil Testing	Per Sample	\$
4	Topdress Sand Application	Cubic Yard	\$
5	Pressure Cleaning Services – Bleachers	Per Job	\$
6	Pressure Cleaning Services – Dugout	Per Job	\$
7	Painting of Dugout	Per Job	\$
8	Vacuuming of Track Field	Per Job	\$

## BID COST SHEET

BID: 2017-GG-01 TITLE: ATHLETIC FIELD GROUNDS MAINTENANCE – KENDALL CAMPUS	OPENING DATE & TIME: 10/12/2016 AT 3:00 PM	BUYER: GILBERTO GONZALEZ
TYPE OR PRINT THE COMPLETE NAME OF THE BIDDER:  <hr/>		
<b>INSTRUCTIONS:</b> Please complete all required information in the space provided. Submit original to College Purchasing Department. Do not erase. Errors must be crossed out with changes initialed.		

**Additional Services and Materials:**

***(Additional Services and Materials will not be considered in the determination of the award of this bid)***

Additional related or incidental services and materials for work outside the required specifications of this ITB, not limited to those listed under Section S, Additional Services, Technical Specifications/Scope of Work, may be purchased on a Time and Materials basis, as needed, for areas covered under this contract.

Contractor may be requested to replace damaged parts, other than those damaged by the Contractor, or to provide additional parts or materials during the course of repairs or services outside the scope of work of the contract, or requested to perform additional installations or replacements.

DESCRIPTION	UNIT OF MEASURE	UNIT COST
Hourly Rate for Normal Work Hours (8:00 a.m. – 4:30 P.M.)	Hour	\$
Hourly Rate for Work Outside Normal Work Hours (After 4:30 P.M., Saturdays, Sundays and Holidays)	Hour	\$
Hourly Rate for Emergency Service (Not During Normal Work Hours)	Hour	\$
<b>Mark-Up Percentage (Parts and Materials)</b>		%

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to MIAMI-DADE COLLEGE  
[name of the public entity]

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or against who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THATH THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of Identification) \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commission name of notary public)



**Miami Dade College  
Small and Local Business Enterprise Subcontracting Certification Form**

The undersigned certifies that they have a subcontracting agreement to provide services described for the percentage of the contract stated herein in accordance with the Miami Dade College, Small Local Business Enterprise (SLBE) Procedure No. 6550.

MDC Contract No. \_\_\_\_\_

Contract Title \_\_\_\_\_ Percentage of Contract \_\_\_\_%

Small, Local Subcontractor Name

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

Detailed Description of Plan and Subcontracted Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name of Prime Contractor

Print Name of Subcontractor

By: \_\_\_\_\_  
Authorized Signature of Prime Contractor

By: \_\_\_\_\_  
Authorized Signature of Subcontractor

Printed Name/Title

Printed Name/Title

EIN No: \_\_\_\_\_

Firm's Telephone No.: \_\_\_\_\_

Firm's Facsimile No.: \_\_\_\_\_

Firm's E-mail Address: \_\_\_\_\_

**MANUAL OF POLICY**

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**POLICY NUMBER:** VI-4 **PAGE** 1 of 1

**POLICY TITLE:** Small Local Business Enterprise Initiative

**LEGAL AUTHORITY:** FLORIDA STATUTES 1001.64 and 288.703(1)


**DATE OF LAST REVIEW:** 7/21/2009

**DATE OF BOARD ACTION:** 7/21/2009

The College is committed to increasing its utilization of goods and services provided by small local businesses. The Small Local Business Enterprise Initiative is created to encourage economic development by assisting small local businesses to complete successfully for professional, construction, and goods and services contracts with the College.

Procurement incentives developed and utilized to encourage business with qualified small local firms may include, Sheltered Markets, Mandatory Subcontracting and Preference Points.

**CHAIRMAN**

 7/21/09
<b>DATE</b>

## MANUAL OF PROCEDURE

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PROCEDURE NUMBER:	<b>6550</b>	<b>PAGE 1 of 5</b>
PROCEDURE TITLE:	Small Local Business Enterprises Initiative Incentives	
STATUTORY REFERENCE:	FLORIDA STATUTES §1001.64, §287.055, §287.057, §288.703 (1) AND §287.094	
BASED ON POLICY:	VI-4 Small Local Business Enterprises Initiative	
EFFECTIVE DATE:	2/17/2010	
LAST REVISION DATE:	2/17/2010	
LAST REVIEW DATE:	2/17/2010	

### Purpose

The College is uniquely positioned to initiate and develop partnerships with businesses as a catalyst for revitalization of our community. A critical component of community revitalization includes economic growth and development of minority, small and local businesses. These businesses provide goods, services, employment, and careers for the College graduates.

It is the purpose of the Small Local Business Enterprises (SLBE) Initiative to encourage economic development in the community we serve and to support successful expansion of these businesses in the marketplace. The College is committed to increasing its utilization of services provided by small local businesses in Miami-Dade County by awarding race and gender-neutral incentives for responsive and responsible bids submitted for the College's procurement consideration.

The SLBE Initiative will provide assistance to qualified small local businesses on the following types of contracts on a case-by-case basis: Architecture /Engineering, Construction, Goods and Services and Professional Services. The application of incentives is at the sole discretion of the College.

A business must be both a "local business" and a "small business" as defined in this Procedure, to benefit from this initiative.

"Local" means a vendor incorporated in the State of Florida with its principal place of business located in Miami-Dade County.

The College will recognize a "small business" as:

- a) A business that has been certified by the State of Florida Office of Supplier Diversity;
- b) A firm certified by the Miami-Dade County Department of Small Business Development; Or
- c) By other Miami-Dade County entities with similar certification standards.



The College may utilize Mandatory Subcontracting, Preference Points, and Sheltered Markets, industry standard procurement incentives, to encourage qualified small local businesses to contract with the College. The College, in its discretion and based on the nature of the service to be provided, may either award preference points, require mandatory subcontracting or designate sheltered market contracts for certified Small Local Business Enterprises.

### **I. Mandatory Subcontracting**

The College may set mandatory subcontracting goals for bids based on the availability of SLBE contractors for Architecture and /Engineering, Construction, Goods and Services, and Professional Services.

The contract must meet the guidelines of the Purchasing Department authorized approved limits. In order for a project to qualify for this Incentive, there must be at least three qualified SLBE firms available and able to perform the services needed. Application of this incentive is at the sole discretion of the College.

The College will establish subcontracting goals prior to solicitation. When a subcontracting goal has been set, bidders shall provide work to one or more certified SLBEs that will be utilized as subcontractors in order to meet this goal.

The maximum goal applied to any solicitation will be 25% of the bid. At the time of submittal, the bidder shall identify all SLBEs that will be utilized as subcontractors by using the College's Small Local Business Enterprise Subcontracting Certification Form. This form must be signed by both the Subcontractor(s) and the bidder and shall reflect the parties' intent to establish a business relationship as well as the type of work and percentage of work that the SLBE subcontractor will perform. Failure to submit any of the information required shall result in the bid being deemed non-responsive.

If the contractor is a certified SLBE and performs 100% of the project work, the SLBE contractor does not have to subcontract any of the work. Prime contractors must notify the College when the need to replace a SLBE subcontractor arises.

#### **a. Substitution of SLBE Subcontractors**

A prime contractor may replace a SLBE subcontractor who fails to meet the terms of their agreement.

The subcontractor must be replaced with another subcontractor who equally qualifies under the SLBE Initiative requirements. When a SLBE substitution is requested, the Director of Purchasing will require a letter from the prime contractor explaining why substitution is needed. The prime contractor shall attach a revised participation plan to the letter, along with a Miami Dade College SLBE Subcontractor Agreement form signed by both the prime and SLBE subcontractor. The Director of Purchasing in conjunction with the MSBE Office will issue a determination on these requests and notify the prime contractor. The College must approve all SLBE substitutions.

A SLBE subcontractor may not:

- 1) Subcontract work back to the prime contractor or any other entity;
- 2) Enter a sub-contract agreement with the intent of collecting or paying a broker's fee or commission;
- 3) Enter into an agreement with a prime contractor and not perform any of the direct labor or service activities specified in the contract.

## b. Request for Waiver

Bidders unable to meet the SLBE subcontracting requirement may request a full or partial waiver. The bidder must demonstrate a “Good Faith Effort” to satisfy SLBE Initiative requirements, such as: documentation of timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the MDC web site; solicitations of bids from all qualified SLBE firms listed in MSBE Office’s directory of certified SLBE firms; and documentation of correspondence from qualified SLBE firms indicating their unavailability to perform SLBE contracts. All waivers must be in writing and approval is subject solely to the College’s discretion.

## II. Preference Point System

The College may award points for Architecture and Engineering (Professional Design), and Construction Services contracts based on an evaluation criteria of ten (10) total points (maximum). Contractors who are certified SLBEs and contractors utilizing certified SLBE subcontractors will be granted points in this process. Certified SLBE contractors bidding as prime contractors will receive the maximum number of points.

Table A, represents the number of points awarded for each proposed contract based on the percentage of work assigned to SLBE subcontractors by prime contractors. SLBE Project Participation percentages reflect the amount of the total contract value assigned to SLBE subcontractors.

Points may be awarded, as follows, based on a 100 - point scale or an alternately proportionate scale being used by the College:

*TABLE A*

<u>SLBE Project Participation</u>	<u>Award Points</u>
Certified SLBE Prime Contractor	10
41% - 49%	8
31% - 40%	6
21% - 30%	4
11% - 20%	2
Less Than 10%	0

### a. Substitution of SLBE Subcontractors

A prime contractor may replace a SLBE subcontractor who fails to meet the terms of their agreement.

The subcontractor must be replaced with another subcontractor who equally qualifies under the SLBE Initiative requirements. When a SLBE substitution is requested, the Director Purchasing will require a letter from the prime contractor explaining why substitution is needed. The prime contractor shall attach a revised participation plan to the letter, along with a Miami Dade College SLBE Subcontractor Agreement form signed by both the prime and SLBE subcontractor. The Director of Purchasing in conjunction with the MSBE Office will issue a determination on these requests and notify the prime contractor. The College must approve all SLBE substitutions.

A SLBE subcontractor may not:

- 1) Subcontract work back to the prime contractor or any other entity;
- 2) Enter a sub-contract agreement with the intent of collecting or paying a broker's fee or commission;
- 3) Enter into an agreement with a prime contractor and not perform any of the direct labor or service activities specified in the contract.

### **III. Sheltered Market Incentive**

The College may set aside specific contracts with a value up to \$1,000,000.00, for competition, exclusively for SLBEs in Architecture and Engineering, Construction, Goods and Services, and Professional Services.

In order for a project to qualify for this Incentive, there must be at least three qualified SLBE firms available and able to perform the services needed. These contracts will be identified prior to solicitation.

Contracts designated as Sheltered Market for which the College receives no bids may be removed from the Sheltered Market Program.

All bids received under Sheltered Market Program must meet the definition of responsible and responsive bidders.

### **IV. Failure to Perform Contract Requirements**

1. Failure to satisfy contract requirements under any of these incentives may result in suspension from work with the College for a period of up to one year for failure to fulfill the SLBE Initiative requirements.
2. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission related to its participation in or eligibility to participate in the College's Small Local Business Enterprises Initiative or in the performance of its obligation as an eligible local small business enterprise under a College contract, shall be in violation of this Initiative. This determination shall be solely at the decision of the College.

### **V. Evaluation of the Initiative**

The College shall evaluate the success of the SLBE Initiative using any of the incentives outlined in this procedure, annually.

### **Definitions**

Certification refers to the procedures and necessary documentation required to determine that a contractor, consultant, or vendor is a Local Business Enterprise, Small Business Enterprise as defined by the State of Florida Office of Supplier Diversity, the Miami- Dade County Government Department of Small Business Development or by other Miami Dade County entities with similar certification standards.

Contractor means a separate and distinguishable business entity with whom the College has entered into a legally binding agreement for performance of work.

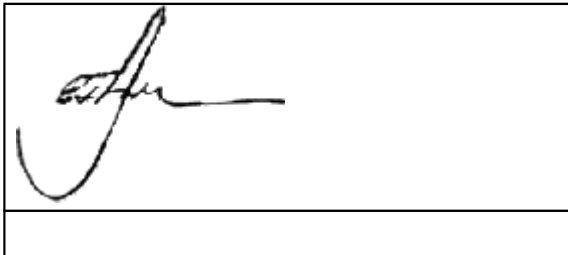
“Local” means a vendor incorporated in the State of Florida with its principal place of business located in Miami-Dade County.

Responsible means a business that is capable in all aspects of fully performing the contract requirements and which has the integrity and reliability that will assure good faith performance.

Responsive means a business’ bid or proposal that conforms in all material respects to the invitation to bid or request for proposal

Solicitation means Request for Proposal, an Invitation to Bid or a Request for Quote

Subcontractor means any entity providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the College.

A rectangular box containing a handwritten signature in black ink. The signature is stylized and appears to be a cursive name. Below the signature, there is a horizontal line that spans the width of the box, creating a space for a title or name.