

MIAMI DADE COLLEGE
PURCHASING DEPARTMENT
11011 S.W. 104 Street, Room 9254
Miami, Florida 33176

PHONE: (305) 237-0008

BUYER: MONICA V. GARCIA

INVITATION TO BID FORM: BID NO. 2014-7-11

BID TITLE CLEANING OF PALM TREES OVER 8' FEET HIGH FOR MEDICAL, NORTH, IAC AND WOLFSON CAMPUSES

BIDS WILL BE ACCEPTED IN THE PURCHASING DEPARTMENT UNTIL AUGUST 27, 2013

ON 3:00 PM AND MAY NOT BE WITHDRAWN FOR 45 DAYS AFTER OPENED.

BIDDER CERTIFICATION AND IDENTIFICATION.

- A. 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, or equipment, 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 _____

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..
 3. In accordance with Miami Dade College Small Local Business Enterprise (SLBE) Policy VI-4 and Procedure No. 6550 Section III – Sheltered Market Incentive, this Invitation to Bid, has been designated as a Sheltered Market Contract. Only approved Small Local Business Enterprises can apply.

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, 11011 S.W. 104th Street, Miami, Florida 33176, no later than the date and hour specified in the INVITATION TO BID FORM.

BID PROPOSAL 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, 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.

- A. 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 25 percent 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 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.
 - 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.
 - 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).
 - 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.
 - 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.
 - INVOICES. Unless otherwise specified, two 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.
 - 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,
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
Director of Purchasing

BID PROPOSAL FORM

NONDISCRIMINATION IN EMPLOYMENT

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977
as amended by Executive Order 11114, June 22, 1963, 26 FR 6485)

“During the performance of this contract, the contractor agrees as follows:

“(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

“(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

“(3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

“(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

“(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

“(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

“(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

BID PROPOSAL FORM

Miami Dade College, Miami, FL			
BID: 2014-7-11	PAGE 4	BUYER: Monica V. Garcia	BID: 2014-7-11
TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.		TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.	

JOB SITES FOR MIAMI DADE COLLEGE:

Medical Center Campus
 950 N.W. 20th Street
 Miami, Florida 33127

North Campus
 11380 N.W. 27th Avenue
 Miami, Florida 33167

InterAmerican Campus
 627 S.W. 27th Avenue
 Miami, Florida 33135

Wolfson Campus
 300 N.E. 2nd Avenue
 Miami, Florida 33132

Note 1:

This invitation to bid is for all labor, materials and equipment necessary for the yearly cleaning and maintenance of palms and royal palms at Miami Dade College at the Medical center, North, InterAmerican and Wolfson Campuses as specified in the bid notes and specifications.

Note 2:

This contract will be for the period beginning September 1, 2013 through June 30, 2014. The successful bidder and MDC may, by mutual agreement extend this contract for four (4) additional one (1) year periods providing the specifications remain the same as on the current contract. Continuation of the contract beyond the initial period is a College prerogative; not a right of the bidder. This prerogative will be only exercised when such a continuation is clearly in the best interest of the College.

Note 3:

Bidder shall indicate in the space provided the Federal Employment Identification Number (FEIN),
 _____.

Note 4:

In accordance with Miami Dade College Small Local Business Enterprise (SLBE) Policy VI-4 and Procedure No. 6550 Section III – Sheltered Market Incentive, this Invitation to Bid, **has been designated as a Sheltered Market Contract. Only approved Small Local Business Enterprises can apply.** See Attached Procedure and Policy.

Note 5:

Vendor is required to examine job sites (campuses and centers) at all of the locations PRIOR to Bidding for the job. Vendor must be familiarized with all the palms (54) at Wolfson Campus and royal palms (213) associated with the maintenance service requested for Miami Dade College Campuses.

BID PROPOSAL FORM

Miami Dade College, Miami, FL			
BID: 2014-7-11	PAGE 5	BUYER: Monica V. Garcia	BID: 2014-7-11 PAGE 5
TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.		TITLE: TBA Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.	

Note 6:

The bidder **MUST** provide the following documentation as specified below. **Failure to provide ANY of the required documents with this Bid may result in the vendor being disqualified.**

- A. Miami-Dade, Broward, or Palm Beach County Occupational License.
- B. History of the company to include:
 - 1. Year founded
 - 2. Number of active current contracts
 - 3. Ownership for each of the past five (5) years
 - 4. List of the Principals for each of the past five (5) years
- C. Proof of a minimum of five (5) years in business and proof that the bidder has serviced a facility of the same size and complexity as the College within the last five (5) years. Five (5) commercial reference names and phone numbers must be submitted.
- D. Copies of all license required to perform the work outlined in this bid.
- E. Insurance Certificate(s)

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

- 1. Workmen's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.
- 2. Public Liability on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to include Broad Form Property Damage.
- 3. Automobile Liability Insurance covering all owned, pre-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence provided above, then the bidder shall bear all reasonable costs property attributable thereto.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the 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 Stated of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. NOTE: MIAMI DADE COLLEGE BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of liability and obligation under this section or under any other section of this agreement. In addition, bidder must submit proof of bonding.

It is the responsibility of the bidder to supply the document that the College requires.

BID PROPOSAL FORM

Miami Dade College, Miami, FL			
BID: 2014-7-11	PAGE 6	BUYER: Monica V. Garcia	BID: 2014-7-11
TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.		TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.	

- Note 7:**
- 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 time frame to complete the job. The College reserves the right to deem a bid unresponsive for those bidders who have previously failed in performance of an award of who have failed to deliver a contract within the time required by the College.
- Note 8:**
- AWARDS: The College reserves the right to award this bid; reject any and all bids; or to waive any minor informality or technicality in the bids received.
- Note 9:**
- The successful bidder must check in and out with the Security Office at each Campus, each day upon arrival and departure from site. All work shall be accomplished during the normal working day, Monday through Friday.
- Note 10:**
- The successful bidder's employees that are performing the maintenance tasks required in this contract must be uniformed personnel with name of company clearly and professionally labeled on all uniforms. All company vehicles on campus must have signs on them identifying them as company vehicles. Magnetic signs are acceptable. Any privately owned vehicles of the vendor's staff must have a visible and legible sign/note in the front window on the dashboard that identifies the company name along with a company phone number that is always staffed during the hours that the maintenance crew is on site. The phone number of the on-site crew foreman is also acceptable if phone calls are picked up immediately.
- Note 11:**
- The contact for Miami Dade College regarding compliance with this contract is the District Landscape Supervisor. Any exceptions or changes to the requirements of this contract must be made in writing by the District Landscape Supervisor. All contract compliance must be channeled through the District Landscape Supervisor.
- Note 12:**
- The successful bidder will make every effort to protect those areas surrounding the job site and to leave the area in perfect, complete and undamaged condition. Any damage incurred in those areas as a direct result of the work in progress shall be the responsibility of the successful bidder and all repairs shall be provided at no cost to the College.
- Note 13:**
- The successful bidder will be required to comply with all laws, state, county and local regulations and adhere to all safety codes which apply.
- Note 14:**
- Invoices for routine scheduled maintenance must be sent on a monthly basis. Invoices must not be sent until after all of the work is completed. E-mailing of invoices is preferred; however, faxing or mail is also acceptable. One copy of invoice should be sent to Mr. Prospero Herrera and a 2nd copy to Accounts payable. Make sure P.O. # is reflected on invoice.

BID PROPOSAL FORM

Miami Dade College, Miami, FL			
BID: 2014-7-11	PAGE 7	BUYER: Monica V. Garcia	BID: 2014-7-11
TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.		TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.	

Note 15:

The successful bidder/vendor shall indemnify and hold harmless the College and its directors, officers, employees, and agents (collectively "the College Indemnities" from and against any and all liabilities, expenses and costs (including attorney's fees and costs, whether suit is instituted or not, and if instituted, at all tribunal levels) (collectively, the "Liabilities"), arising directly or indirectly, from (a) Successful bidder breach of the Agreement terms (b) Successful bidder performance of its obligations under this Agreement; (c) any work performed by successful bidder, its agents, employees or representatives at the College's facility(ies); and (d) any negligence, error, omission or intentional acts of the agents, officers, directors, servants, employees, or other representative officials of successful bidder causing death, injury or damages to persons or property and vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the College when applicable, and shall pay all costs and judgments which may issue thereon. By signing this bid, successful bidder agrees to the above indemnification.

Note 16:

Determination of satisfactory performance of this contract by the successful bidder is reserved solely for the College. The contract which is voidable by the College may be deem so due to any failure by the successful bidder to perform satisfactory installation and testing; at which time the College may award contract to the next lowest and best responsible bidder.

Note 17:

PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 successful bidder, supplier, sub-successful bidder, 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).

Note 18:

BID PROTEST. Notices of decision or intended decision to recommend or reject bids shall be posted in the Purchasing Department and on the College's website at: www.mdc.edu/Purchasing on **08/29/2013**.

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 19:

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.

BID PROPOSAL FORM

Miami Dade College, Miami FL

BID: 2014-7-11

PAGE: 8

BUYER: Monica V. Garcia

BID: 2014-7-11

PAGE: 8

TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.

TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.

Note 20:

Bids must be received in the Purchasing Department, Kendall Campus, Bldg. 9000, Room 9254, 11011 S.W. 104th Street, Miami, FL 33176, by 3:00 P.M. on **08/27/2013**. Bids received after 3:00 P.M. will be returned to the bidder unopened. The time will be based on the time kept in the Purchasing Department.

Note 21:

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 of Partners	_____

If Corporation	- President or Chief Executive Officer	_____

Note 22:

Minority Business Enterprises

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

Note 23:

Contact Information:

Name: _____
 Title: _____
 Office Phone: _____
 Cell Phone Number: _____
 Fax Number: _____
 E-Mail Address: _____

Note 24:

Termination for Default. 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.

BID PROPOSAL FORM

Miami Dade College, Miami FL

BID: 2014-7-11	PAGE: 9	BUYER: Monica V. Garcia	BID: 2014-7-11	PAGE: 9
TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.			TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.	

NOTES AND SPECIFICATIONS

NOTE 25:

REFERENCES:

A list of **three business/professional references** shall be submitted with your bid submission. Please provide references that can be confirmed. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company/agency names with contact person telephone number, fax and an e-mail if possible.

REFERENCE 1:

Name: _____

Company: _____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 2:

Name: _____

Company: _____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

REFERENCE 3:

Name: _____

Company: _____

Title: _____

Office Phone: _____

Fax Number: _____

E-Mail Address: _____

BID PROPOSAL FORM

Miami Dade College, Miami FL

BID: 2014-7-11

PAGE: 10

BUYER: Monica V. Garcia

TITLE:

Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.

NOTES AND SPECIFICATIONS

Specifications for Cleaning of Palm Trees and Royal Palms Over 8 Feet High for MDC, Medical Center, North, InterAmerican and Wolfson Campuses

Sites of Service and Quantity of Palms:

Medical Center Campus - 6 Royal Palms

North Campus – 71 Royal Palms

InterAmerican Campus – 6 Royal Palms

Wolfson Campus – 130 Royal Palms and 54 Palms

130 Royal Palms: 69 Royal Palms in Building # 1, 52 Royal Palms in Building# 2 and

9 Royal Palms in Building # 7.

54 Palms: 2 Washington Palms in Building #1, 20 Vietchia Palms adjacent to Building # 7, South side –

9 Coconut Palms, 23 thatch Palms - east side of Building # 7 and Palms in a raised planter in NW corner of Building # 2.

Job Specifications to Clean all 267 Palms:

Provide labor, equipment and materials to maintain at a professional consistent level the maintenance of the palms for Miami Dade College Campuses and/or Centers noted above.

Remove fronds (yellow and brown fronds only), NO green fronds are to be removed unless broken and dropped.

Seed pods, flowers, overgrowth and thatch – Trim to 9 to 3 position.

Maintenance to be performed every other week to maintain aesthetics and minimize hazards.

Vendor must haul away all associated debris and leave area completely clean of all debris.

Palm fronds are to be cut off cleanly without ripping or tearing the palm trunk. NO MACHETES are to be used for any type of pruning.

Note: Wolfson Campus, Plaza – Vendor needs to protect the pavers on 4th Street or use another method for the removal of the palm leaf/fronds. (ie. Vendor CANNOT drive vehicle on the pavers on 4th street).

Maintenance Service:

Service is to be done every other week to maintain aesthetics and minimize hazards and the contract is begin September 1, 2014. Vendor must provide all labor, materials, equipment and supervision needed to perform maintenance job and service 267 palms at Miami Dade College, Medical Center, North, InterAmerican and Wolfson Campuses.

BID PROPOSAL FORM

Miami Dade College, Miami, FL

BID: 2014-7-11

PAGE: 11

BUYER: Monica V. Garcia

TITLE:

Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses

NOTES AND SPECIFICATIONS

Personnel Servicing the College Responsibilities:

All personnel working on College property are to adhere to all safety procedures and requirements at all times. All OSHA laws must be adhered to. If bidder's personnel are working without safety equipment for personnel or equipment the company will be required to correct the safety issue immediately or will be asked to leave the property immediately. The vendor's employees must have safety glasses on when operating a line trimmer or other equipment needed to do the service required. The vendor's employees must have on brightly colored safety vests when working next to the campus streets or city streets.

The vendor shall be responsible for regularly inspecting all equipment to be used on the job site and for providing scheduled preventative maintenance to insure that the equipment used is working properly so as to prevent any damage or injury to people, vehicles, structures, the landscape and the environment.

The vendor shall be responsible for replacing any plant material that dies or becomes severely stressed or damaged as a result of improper or negligent activities by the vendor's staff. The contractor shall not be responsible for damage caused by other individuals, other contractors, vandalism, theft or acts of Nature, etc. Replacements are to be made at no cost to Miami Dade College and are to be made in as timely a fashion as possible.

The vendor shall exercise extreme caution while fulfilling the terms of this contract. Any damage inflicted to any existing man made or natural element above or below grade shall be promptly repaired to the City's satisfaction and in accordance at no additional cost to Miami Dade College.

The vendor must provide barricades and traffic control devices as he deems necessary or as may be required by Miami Dade College to protect the work, vehicles and the general public while conducting the work.

Fuel for vehicles and equipment shall not be stored in, on or around College buildings and structures. All fuel for required service shall be stored in approved safety containers and removed from MDC property at the end of the work day. Refueling shall not be done on landscaped areas or in areas that could be hazardous to life or property. Any spilled fuel shall be reported and cleaned up immediately. Damaged turf or damaged asphalt surfaces resulting from fuel spills will not be tolerated.

Equipment repairs are not to be performed either on campus or in staging areas. Only minor adjustments are permitted.

Vendor is to include with this Bid Document:

1. Vendor needs to give the College a plan to protect the Plaza pavers on 4th street while pruning the palms.
2. Vendor needs to give a cost breakdown for the palms.

BID PROPOSAL FORM

MIAMI DADE COLLEGE, MIAMI, FL

BIDDER SHALL WRITE IN THIS COLUMN ONLY

BID: 2014-7-11	PAGE 12	BUYER: Monica V. Garcia
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BID: 2014-7-11	PAGE 12
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TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.

TITLE: Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY AND UNIT
1.	<p>Job to include all labor, materials and equipment and supervision needed to perform maintenance job and service 267 palms at Miami Dade College, Medical Center, North, InterAmerican and Wolfson Campuses as specified in bid notes and specifications.</p> <p>Maintenance Every other week:</p> <p>a. Medical Center Campus - 6 Royal Palms Medical Center Campus – Total 6 Palms</p> <p>b. North Campus – 71 Royal Palms North Campus – Total 71 Palms</p> <p>c. InterAmerican Campus – 6 Royal Palms InterAmerican Campus – Total 6 Palms</p> <p>d. Wolfson Campus – 130 Royal Palms</p> <p>e. Wolfson Campus – 54 Palms Wolfson Campus – Total 184 Palms</p> <p>Lump sum total for 12 Months</p>	<p style="text-align: center;">1 job</p> <p style="text-align: center;">2 X/mo.</p> <p style="text-align: center;">2 X/mo.</p> <p style="text-align: center;">2 X/mo.</p> <p style="text-align: center;">2X/mo.</p>

PRICE PER UNIT SHOWN	BIDDER MUST INDICATE BELOW BRANDS AND NUMBERS OF PRODUCTS BID
\$_____	
Yearly	
Lump	
Sum	
\$_____	
Per/mo.	
\$_____	
Per/year	
\$_____	
Per/mo.	
\$_____	
Per/year	
\$_____	
Per/mo.	
\$_____	
Per/year	
\$_____	
Per/mo.	
\$_____	
Per/year	
\$_____	

Bidder must not write to the left of this area

MANUAL OF PROCEDURE

PROCEDURE NUMBER: **6550** **PAGE 1 of 5**

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.

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- 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.

	2/17/2010
PRESIDENT	DATE

MANUAL OF POLICY

POLICY NUMBER: VI-3A **PAGE** 1 of 1


POLICY TITLE: Minority Business Enterprises

LEGAL AUTHORITY: FLORIDA STATUTES 1001.64 AND 287.093

DATE OF LAST REVIEW: 6/21/2005, 6/19/2007 and 7/21/2009

DATE OF BOARD ACTION: 5/17/1994 and 9/21/1999

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

	7/21/09
CHAIRMAN	DATE

BID PROPOSAL FORM

BID NO.	2014-7-11	TITLE	Cleaning of Palm Trees Over 8' Feet High for Medical, North, IAC and Wolfson Campuses.
RETURN DATE	August 27, 2013 at 3:00 PM	BUYER	Monica V. Garcia

STATEMENT OF NO RESPONSE

BID #2014-7-11

**CLEANING OF PALM TREES OVER 8' FEET HIGH FOR
MEDICAL CENTER, NORTH, INTERAMERICAN AND WOLFSON CAMPUSES**

The undersigned declines to submit a bid for BID #2014-7-11,
Cleaning of Palm Trees Over 8 Feet High for Medical, North, IAC and Wolfson Campuses,
for the following reason(s):

Company Name

Signature

Title

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

Monica V. Garcia
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 SW 104 Street
Miami, Florida 33176-3393**

BID NO. 2014-7-11 DUE 3:00 P.M. ON Tuesday, 8/27/2013

BID TITLE: CLEANING OF PALM TREES OVER 8' FEET HIGH FOR
MEDICAL CENTER, NORTH, INTERAMERICAN AND WOLFSON CAMPUSES