

School Board of Brevard County
Office of Purchasing Services
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601



DATE: April 26, 2011

TO: BIDDERS ON LAWN MAINTENANCE AND LANDSCAPING SERVICES – DISTRICT WIDE

FROM: Becky Prosser – FCC,Buyer

RE: Bid #11-028/BP – Lawn Maintenance and Landscaping Services - Astronaut High School & Madison Middle School

BID REQUEST

The School Board of Brevard County, Florida respectfully requests that you submit a Bid on the above captioned matter, F.O.B. to Astronaut High School – 800 War Eagle Blvd., Titusville, FL 32796-2398 & Madison Middle School – 3375 Dairy Road, Titusville, FL 32796-1598. Please return this bid package, executed, as your bid. Retain a copy of the bid for your files. Our form must be used as no other format will be accepted. If additional space is required, submit with attachments using our bid format referencing your name, address and our bid number on each page. Complete our bid form in total. Omit no information requested.

BID SUBMITTALS

The envelope in which you seal your submittals and bids must be in full accordance with the enclosed specific qualification requirements. The larger outside envelope, containing the two smaller envelopes, must be sealed and clearly marked on the outside: Bid No 11-028/BP- Lawn Maintenance and Landscaping Services - Astronaut High School & Madison Middle School - 2:00 p.m., 05/18/11 along with company name and return address. All bids shall be mailed or hand-delivered to The School Board of Brevard County, Office of Purchasing Services, Pod 8--Room 802, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601 **Bids will be received in the Office of Purchasing Services up until, but no later than: 2:00 p.m. – May 18, 2011.** Bids will be opened at that time. Any bid received after stipulated time and date will not be accepted, nor opened, and will be returned.

A mandatory walk through will be held at 1:00 p.m., Friday, May 06, 2011 beginning at Astronaut High School - 800 War Eagle Blvd. Titusville, FL 32796-2398. When we are through at Astronaut, we will move on to Madison Middle School - 3375 Dairy Road Titusville, FL 32796-1598. It is very important that you attend this walk through. Questions will be asked and answered during this session. If you are not present you will not be permitted to bid.

BID - BOARD APPROVAL OR REJECTION AUTHORITY

No bid may be withdrawn prior to Board approval without a written request by the bidder, and written consent of the buyer. The Board reserves the right to waive formalities in any bid and to accept any bid which it considers to be in the best public interest, and to reject any or all bids. The decision of the Board shall be final.

In the event your firm has any immediate relatives employed by the School Board of Brevard County, please list any and all names and locations of employment. REF. SECTION 112.313 FS

If you have any questions concerning this bid, please contact: Becky Prosser, FCCM-Buyer, Offices of Purchasing Services., at 321/633-1000, ext. 646.

SPECIFIC QUALIFICATION REQUIREMENTS OF BIDDERS

This document is to explain and define the method of submitting and responding to all bids initiated by the Office of Purchasing Services of the School Board of Brevard County. All bids and related documents will be submitted in the following manner and any deviation of this method will be specific cause for non-acceptance of said bid. Any document not completed in its entirety will be cause for non-acceptance of the respective bid. All bid responses will be separated into two (2) sealed envelopes labeled accordingly:

ENVELOPE "A" MARKED WITH: Bid #, Date & Time of Opening, Category & Envelope "A"

Sealed Envelope "A": will include only the following as checked. All checked documents must be enclosed in Envelope "A". Do not omit any required/check forms/submittals.

- ☒ 1) General Conditions - signed by bidder. Required on all bids.
- ☒ 2) Asbestos (AHERA) Document - signed by bidder. Required if work is to be done on Brevard County School Board property.
- ☒ 3) Insurance Compliance Requirements - signed by bidder. Proof of Insurance to be included if work is to be done on Brevard County School Board property.
- ☐ 4) Bond Agreement - signed by bidder.
5% Bid Bond -- required with bid.
- ☐ 5) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions - signed by bidder.
- ☒ 6) Joint Cooperative Governmental Purchasing Program - signed by bidder.
- ☒ 7) Drug Free Work Place, Sect. 287.087 FL Statutes - signed by bidder.

ENVELOPE "B" MARKED WITH: Bid #, Date & Time of Opening, Category and Envelope "B" (BID ONLY)

Sealed Envelope "B": will include only the following:

- ☒ 1) Bid Form - Annotating actual bid being offered with related cut sheets, specification sheets or the documents relating to product being offered.

Bidders' submittals, i.e., Envelope "A" and "B" must be sealed in one larger envelope marked with Company Name, Return Address, Bid Number, Date & Time of Bid Opening. If any document included in our bid request that is required to be completed and returned in Envelope "A" is omitted or unsigned, the actual bid envelope "B" will be returned unopened and not considered.

Any deviation from this format will be cause for return of bid or rejection of bid to non-responsive and/non-responsible bidder. Bid envelope "A" will be opened first to determine compliance or noncompliance.

GENERAL CONDITIONS

SUBMIT BID TO: The School Board of Brevard County OFFICE OF PURCHASING SERVICES 2700 Judge Fran Jamieson Way Viera, FL 32940-6601		<u>INVITATION TO BID</u> <u>Bid Acknowledgment</u>	
BID TITLE: Lawn Maintenance and Landscaping Services - Astronaut High School & Madison Middle School		ITB NO.: 11-028/BP	
BID DUE DATE AND TIME: May 18, 2011		BUYER: Becky Prosser, FCCM	
PURCHASING TELEPHONE NUMBER: 321-633-1000 Ext. 646		ISSUE DATE: April 25, 2011	
Vendor Name:		If returning as a "No Bid" state reason:	
Vendor Mailing Address:			
City – State – Zip Code:			
Vendor Taxpayer Identification Number: (Required)	Telephone Number: (Required)	Toll-Free Number:	Fax Number: (Required)
Internet E-Mail Address: (Required for Electronic Purchase Orders)		Internet URL:	
I certify that this Bid is made without any prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the materials, supplies or equipment, and is in all respects fair and without collusion or fraud. In submitting a Bid to the School Board of Brevard County, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, sell, assign or transfer to the School Board of Brevard County all rights, title and interest in and to all causes of action it may now or hereafter acquired under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School Board of Brevard County. At the School Board's discretion, such assignment shall be made and become effective at the time of final payment to the Bidder.		I agree to adhere to all requirements referenced in these General Conditions as well as all other requirements specified in the Bid Documents for the life of the contract and certify that I am authorized to sign this Bid for the Bidder. X _____ Signature of Authorized Representative (Manual) _____ Name of Authorized Representative (Typed or Printed) _____ Title Date	
PURCHASING CARDS: ☒ Not applicable to this bid. District personnel may choose to use a Purchasing Card in place of a purchase order to make purchases from this bid. Unless exception to this condition is checked below, the bidder, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive. ☐ I do not accept the above condition.			

BIDDERS: To insure acceptance of the Bid, follow these instructions.

1. **SEALED BID REQUIREMENTS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2.
 - a) **Taxes:** The School Board does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase orders.
 - b) **Mistakes:** Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - c) **Conditioning & Packaging:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- d) Underwriter's Laboratories: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval of reexamination listing where such has been established by U.L. for the item(s) offered and furnished.
 - e) Bidder's Conditions: Any conditions to be made as part of the bid should be submitted by letter with notes thereof on bid sheet for consideration.
3. Equivalents: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification, unless noted otherwise, are for information and not to limit competition. Bid any brand, which meets or exceeds the quality of specifications listed for any item. Indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications as listed. If the bid is based on equivalent products, include two (2) copies of fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications as listed in the bid form.
 4. Nonconformance to Contract Conditions: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items, and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in: 1) Vendor's name being removed from the bid list, and 2) Claims against Performance Bonds will be implemented for damages.
 5. Samples: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.
 6. Delivery: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user Monday through Friday.
 7. Interpretations: Any questions concerning conditions and specifications shall be submitted to the buyer no later than three (3) days prior to the bid opening.
 8. Notice of Bid Protest Bonding Requirement: Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Brevard County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
 9. Awards: Awards will be made to the lowest most responsive and responsible bidder, meeting all the specifications and/or criteria, printed matter, attachments, drawings, schematics, and pre-bid conferences (if any.). In the best interest of the School Board, the right is reserved to reject any and all bids, to reject or accept any item or group of items.
 10. Additional Quantities: Unless qualified by bidder, acquisition of additional quantities at prices quoted on the invitation is at Buyer's discretion. If not the case, the bid sheets must be noted "Bid For Specified Quantity Only."
 11. Inspection, Acceptance & Title: Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer.
 12. Payment: Payment will be made by the accounting department or by Purchasing Card if applicable to this bid, after the items awarded to a vendor have been received, inspected, and found to comply with award specifications free of damage or defect and properly invoiced.
 13. Disputes: In case of any doubt or difference of opinion as to the items to be furnished, the decision of the buyer shall be final and binding on both parties.
 14. Legal Requirements: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
 15. Special Conditions: Any and all Special Conditions that may vary from these General Conditions shall have precedence.
 16. Validity: Bids must be valid for one year after date of award, unless otherwise stipulated in bid request, or bidder's offer has been made and acceptance has been considered and accepted.
 17. Asbestos Statement: All materials supplied to the School Board of Brevard County, Florida must be 100% asbestos free. Bidder by virtue of bidding, certifies by signing bid, that if awarded any portion of this bid, will supply only material or equipment that is 100% asbestos free. No bid will be considered unless this is agreed to by the bidder.

18. Toxic Substances In Construction, Repair, Or Maintenance Of Educational Facilities: (Florida Statute 1013.49) - (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair, or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used, the contractor shall notify the district school superintendent or public postsecondary institution president in writing at least 3 working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.
19. Doing Business With One's Agency: (Florida Statute 112.313) – No employee of the School Board of Brevard County may purchase goods or services from a firm in which said employee has a material interest, nor shall employees, directly or indirectly, purchase, sell, rent or lease goods or services for his/her agency from any business entity of which he/she, spouse, or child has a material interest.
20. Public Entity Crimes: All bidders are hereby placed on notice that 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 a 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
21. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
 - a) The prospective lower tier participant certifies, by submission and signature of this bid, that either it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
22. Davis-Bacon Act (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).
23. Liability, Insurance, Licenses and Permits: Where vendors are required to access School Board property to deliver materials or to perform work or services as a result of a contract award, the vendor agrees to the Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurances. The vendor shall be liable for any damages or loss to the Board occasioned by negligence of the vendor (or agent) or any person the vendor has designated in the completion of the contract as a result of their contract award.
24. Release, Indemnification and Hold Harmless Agreement: The Vendor shall indemnify and hold harmless the School Board of Brevard County (SBBC), its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of SBBC or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive SBBC's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.
25. Jessica Lunsford Act: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
26. Bidders and/or interested parties may attend this bid opening.

**Notification to Short-Term Workers
As Required by
The Asbestos Hazard Emergency Response Act (AHERA)**

**Presented in accordance with 40CFR S763.84 (d) as published in the Federal Register,
Vol. 52, No. 210, October 30 1987, p. 41848**

Pursuant to federal law, short-term workers such as contractors, consultants, subcontractors and all employees of the aforementioned and other short-term workers, hereinafter known as the PROVIDER, are hereby informed that asbestos containing materials, hereinafter known as ACM, may be present at some sites owned by the DISTRICT.

At each facility there is a document commonly known as the Management Plan hereinafter known as PLAN, which identifies the type amount and location of ACM within the facility. PLAN is updated periodically to reflect changes in asbestos condition, asbestos removals, and asbestos repairs.

It is imperative that PROVIDER ensure that its employees are aware of and instructed to seek the PLAN, through the office of the school/facility administrator, before commencing any activity that might deliberately or inadvertently disturb ACM.

Federal Law, EPA regulations, Florida DER regulations, and DISTRICT management prohibit the disturbance of ACM by any individual who is not accredited under the Asbestos Hazard Emergency Response Act of 1986 (AHERA), further the legal disturbance of ACM must be coordinated through and approved by DISTRICT'S Asbestos Program Manager(s) and evidence thereof must be obtained by PROVIDER in writing, prior to the commencement of work.

The management of PROVIDER must certify, in writing, in a form acceptable to the DISTRICT, that all employees of said management have been made aware of the existence of the PLAN available at each facility, further that said employees have been directed to consult the PLAN before performing any service which could, deliberately or inadvertently, disturb ACM.

The provisions of this document shall survive the closing and performance of any contract, bid request, request for proposal, purchase order, informal request involving PROVIDER'S visit/inspection of DISTRICT'S facilities, and subsequent correction of defects, providing corrective action, warranty service and/or maintenance service.

Inasmuch as PROVIDER may, from time to time, perform services to and for DISTRICT, it is intended that this notification stand in perpetuity and refer to each and every facility and any/all equipment owned and/or operated by DISTRICT.

EXECUTE BUT DO NOT DETACH

PROVIDER acknowledges having read and understood the foregoing and will ensure that all of PROVIDER'S employees understand the provisions set forth herein, and seek the PLAN for each school/facility and other wise comply with all provisions hereinbefore described.

Name and address of PROVIDER:

Date of signature_____

Signature of PROVIDER'S management designee_____

Typed name of PROVIDER'S management designee_____

NOTE THIS IS A SUBMITTAL DOCUMENT

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

INSURANCE REQUIREMENTS

All bidders shall furnish (with their bid), a Certificate of Insurance that complies with the insurance requirements listed below. Upon bid/contract award, the successful bidder(s) shall be required to name the School Board of Brevard County, Florida, as an additional insured to the successful bidder(s) General Liability insurance policy. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods or services furnished on premises of the School Board of Brevard County.

1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000

4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted for the project Architect, Engineer, General Contractor, or Sole Practitioner that intends to sub-contract the work to other individuals or companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.

Each Claim:	\$1,000,000
Per Occurrence:	\$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.

Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

Vendor/Company Name - Print

Authorized Representative's Name - Print

Signature

/_____
Date

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

TO: All Bidders

FROM: Becky Prosser, FCCM - Buyer
Purchasing and Warehouse Services

SUBJECT: Cooperative Bids

RE: Joint Cooperative Governmental Purchasing Program, State Board of Education Rule 6A-1.012 Para 5,
SICOP, and Central Florida School Board Purchasing Consortium

BID: 11-028/BP – Lawn Maintenance and Landscaping Services - Astronaut High School & Madison
Middle School

In accordance with the Brevard County Joint Cooperative Governmental Purchasing Program and 6A-1.012, please be so notified that the Brevard County Commission and any and all other Florida school districts, governmental agencies, municipalities and Brevard County entities are hereby authorized to procure from this bid, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the Brevard County School Board and do not reflect usage factors from other Brevard County governmental agencies or state school districts. Please govern yourselves accordingly.

The Brevard County School Board, Office of Purchasing Services is at all times custodian of this bid.

Please sign and return to the above named, with your bid, at the address listed above, if your firm is in full agreement.

Name & Mailing Address of Vendor

Signature of Authorized Representative

Telephone Number

Dated: _____

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

DRUG FREE WORK PLACE, SECTION 287.087 FL STATUTES

IDENTICAL TIE BID - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (Provide School District with a copy of said document with firm's name on Notification Document.)
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sight the statement, I certify that this firm complies fully with the above requirements.

Vendor's Corporate Name

Signature of Bidders

**ITB 11-028/BP - LAWN MAINTENANCE AND LANDSCAPING SERVICES
ASTRONAUT HIGH SCHOOL & MADISON MIDDLE SCHOOL**

1 INTRODUCTION

- 1.1** The School Board of Brevard County (SBBC), also referred to hereinafter as the "District", the professional services of experienced and qualified organizations, businesses, firms, individuals, etc., hereinafter referred to as the "Contractors", to provide grass and landscape services at 2 locations in the county

The grass and landscaping services shall be for the outside grounds only except for the following: Madison Middle has an inside area known as Madison Square Garden that will need servicing.

Outside grounds shall be defined as turf and landscape areas located outside the building, accessible without entering the building, to include parking lots.

2 SCOPE OF WORK

- 2.1.** The Contractor shall perform maintenance of the turf and landscaping areas indicated. The work to be performed by the Contractor, shall include, but is not limited to, the supplying of all equipment, tools, licenses, permits and all other accessories, services, facilities, activities and procedures necessary or proper for, or incidental to, such maintenance.
- 2.2.** The landscape maintenance work consists of providing all labor, materials, equipment and incidentals necessary to perform:
- 1) Lawn maintenance to include mowing and edging.
 - 2) Shrub, tree and groundcover maintenance to include selective pruning of trees and shrubs, weeding of all plant bed areas, maintenance of tree rings in all existing turf areas.
 - 3) Irrigation system inspection and repair if necessary.
 - 4) General area cleanup.
- 2.3.** The following information is to be furnished to the owner's representative in the form of a monthly report due the first of each month before payment is authorized.
- 1) Date of mowing, edging, or other maintenance related activity performed.
 - 2) Problems encountered; both present or potential and suggestions for solution.

3 DEFINITIONS

- 3.1** "SCHOOL BOARD" shall mean "THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA" or its duly appointed representative.
- 3.2** "OWNER" shall mean THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA".
- 3.3** "BIDDER" shall mean any person, firm or corporation who submits a bid pursuant to this Invitation to Bid.
- 3.4** "FACILITY" shall mean any building owned or leased by the School Board of Brevard County, Florida.
- 3.5** "CONTRACTOR" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
- 3.6** "VENDOR" shall mean the Bidder whose bid is accepted by the School Board of Brevard County, Florida.
- 3.7** "PROJECT MANAGER" shall mean the Contractor's chief coordinator for all work under this bid and who normally oversees all bid operations and final decisions, etc.
- 3.8** "WORK" shall mean the completed construction required by the project and contract documents.
- 3.9** "SUPERINTENDENT" shall mean the Contractor's chief representative (normally field based) who usually plans work, orders materials, coordinates blueprints, inspects finished work, supervises tradesmen, etc.

3.10 "CONTRACT DOCUMENTS" consist of each and every one of the following:

- 1) Each page of the bid document (including all specifications and terms and conditions).
- 2) All addenda heretofore issued.
- 3) Project scope of work.
- 4) Drawings, if any.
- 5) Purchase order or construction agreement (as required).
- 6) Contract completion form.

4 **CONTRACTOR QUALIFICATIONS**

- 4.1** The Contractor shall hold appropriate occupational licenses/and or other license/certification required of the applicable service/work being performed. The Contractor shall fully comply with Federal and State laws, County and Municipal ordinances and regulations in any manner affecting the performance of work. These licenses must be valid at the time of the bid opening. **A copy (or copies) must be provided with bid and updated annually.** Contractor shall notify Brevard County School Board if any change occurs in regards to licenses.
- 4.2** The Contractor must complete the enclosed questionnaire, which will be used to evaluate capabilities to perform the work during the contract period. The questionnaire must be completed and contain sufficient and specific information which directly responds to the request. The School Board reserves the right to reject bids which do not provide sufficient information to evaluate the qualifications of the Contractor and where information provided does not demonstrate a proven past record (such as negative references, failure to complete projects, etc.).

5 **EVALUATION CRITERIA**

- 5.1** The award will be based on certain objective and subjective considerations as defined by the values listed below.
- a. **Price;** Cost for annual service based on (twelve) 12 months (Price Sheet).
 - b. **Equipment;** List of equipment and machinery to be used to perform the requirements of this service (Questionnaire).
 - c. **References;** Contractor will provide addresses of commercial maintenance projects currently being performed with name and address of customer, beginning contract date, owners or owner's representative (i.e., landscape architect, architect and grounds maintenance supervisor or manager) including telephone numbers (Questionnaire). **This information must be accurate and complete and must prove that the contractor is providing maintenance to a satisfactory standard for the project. Written references cannot be substituted.**
 - d. **Trade References;** A minimum of two (2) current (less than two years) trade references along with telephone numbers and contact personnel (Questionnaire). This information should include, but are not limited to suppliers, nurserymen and repair services.
 - e. **Proof of Financial Stability;** In lieu of an audited financial statement, Proposer may submit either a profit and loss statement with a balance sheet for the last twelve (12) month period, or compilation, either covering the last two year period (current year and prior year).

6 **SPECIAL TERMS AND CONDITIONS**

- 6.1** The contractor as requested by the School Board shall furnish materials. The School Board reserves the right to furnish materials to the Contractor. This bid includes a "Special Category of Materials" clause, which allows the owner to be reimbursed for the 6% state sales tax. **Materials Purchased** by the Contractor and incorporated into the work shall be reimbursed at invoice cost including (1) sales and/or use taxes and (2) freight. A mark-up shall be paid on the invoice cost of the materials excluding all (1) sales and/or use taxes and (2) freight. The mark-up shall be based on the material mark-up percentage specified on the **Price Sheet** (PART 5), not to exceed 15%. Copies of invoices received by the Contractor's for materials shall be submitted with each contractors completion form. The School Board shall only pay fair market prices for materials.
- 6.2** Special Category of Materials - Section 212.08(6), Fla. Stat. exempts political subdivisions of the State, including school districts, from the State sales tax levied on retail sales of tangible personal property.
- 6.3** In accordance with the Fla. Stat., the Contractor and Subcontractors shall include the sales tax in calculating their bids. The clause allows the District, after a contract is awarded, to designate materials and equipment that will be purchased directly by the District in a tax-exempt purchase and delivered to the job site for incorporation into the project.

- 6.4 The "Special Category of Materials" for this contract shall include each individual supplier or vendor who contracts to supply materials or equipment in excess of One Thousand Dollars (\$1,000.00).
- 6.5 It is further agreed that the School District take advantage of any cash discounts offered by the supplier for prompt payment.
- 6.6 Upon request by the Principals of the schools, the contractor shall prepare and submit two (2) copies of a complete list and purchase request for each individual supplier of materials and equipment in excess of the amount indicated.
- 6.7 The Owner shall prepare and issue purchase orders for each material supplier and a purchase order for the remaining balance to the Contractor.
- 6.8 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 6.9 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.
- 6.10 The Contractor warrants to the Owner that all materials and equipment, if applicable, furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the School Board, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 6.11 The Schools will not pay for items considered "tools of the trade". The Contract Coordinator or his designee will make these determinations.
- 6.12 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the school, as well as, all his tools and equipment.
- 6.13 The Contractor shall be responsible of notifying the school in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor.

7. CONTRACTOR'S RESPONSIBILITIES

- 7.1. The Contractor shall perform all its obligations and functions under this Contract in accordance with the specifications attached hereto, and in a professional and businesslike manner so that the turf areas and plantings are maintained in a healthy, vigorous growing condition and are maintained in a neat and clean appearance. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the Owner and the various users of these areas and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities in these areas. The Contractor acknowledges that time is of the essence to complete the work as specified. The Contractor agrees that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within an expeditive time period.
- 7.2. The Contractor shall be responsible to ensure the equipment listed for the purpose of performing the work as required by these specifications is kept in good working order. Equipment must not leak oil or hydraulic fluid. The blades of the mowing equipment must be kept sharp. Should a deficiency in this area be brought to the contractors attention by the district representative and the contractor fails to correct the problem by the next scheduled service date, it shall be considered default on the part of the contractor and be reason sufficient enough to terminate the contract in accordance with the terms of these specifications.
- 7.3. The Contractor shall designate a representative who shall act as contact with the owner's representative.
- 7.4. Landscaping Maintenance Services shall consist of a regularly scheduled program for maintaining the health and appearance of all plants and turf. All landscape maintenance services shall follow accepted horticultural industry practices.
- 7.5. The Contractor will provide in writing, a service schedule covering a minimum of three (3) months indicating the dates of service in accordance with the requirements in Section 12 pertaining to frequency of service. This schedule must be adhered to unless agreed upon by the School representative and the Contractor. The schedule must be updated one month in advance of its ending date. Failure to comply with the requirements

of this paragraph shall be considered default on the part of the contractor and shall be considered reason sufficient enough to terminate the contract in accordance with terms of these specifications.

- 7.6. The Maintenance Contractor shall within thirty (30) days, correct deficiencies in existing conditions of the lawn and landscape areas per specifications contained herein.
- 7.7. **Monthly Contractor's Report:** Upon completion of each month of service the contractor shall be required to submit along with the monthly invoice for payment to the School's authorized representative a Contractor's report (attached) for each applicable service with all required signatures and the following:
- 1) Actual hours used to perform the work (by category of personnel).
 - 2) Date and time the work was initiated and completed.
 - 3) Contractor's certification that the work was completed.
 - 4) A detailed breakdown of the materials used to complete the work.
- 7.8. **Damage to Owner Property:** The contractor shall take necessary precautions to protect Owner property. Any damage to Owner property resulting from the wrongful or negligent acts of the contractor's employees shall be repaired or replaced by the contractor or be deducted from the payment due the contractor.
- 7.9. **Sprinkler Damage:** Sprinkler damage caused by the contractor shall, at the Owner's option, be repaired no later than the next day. Replacement parts shall be of the same make and part or model number as that currently used.
- 7.10. **Plant Replacement:** The vendor shall provide a level of care sufficient to ensure the health, appearance and viability of the grass, shrubs, flowers and small trees. The vendor shall be responsible at his/her own expense for replacing all dead and dying plant life caused by lack of adequate care, vendor damage or vendor negligence. Replacement plant material shall be identical to original plant material and must be approved by Owner's Authorized Representative prior to replacement.

In the event of damage to any property, sprinklers, shrubs or grass, not due to the contractor's negligence, such as acts of God or automobile accident, the SBBC, at its option, shall provide all replacement materials, plants, grass or products to the contractor for the installation at the contractor's standard hourly labor rate. It will be the responsibility of the contractor to submit to the owner the total cost(s) of labor to repair the damage before authorization can be given to do the work and to authorize payment.

8. **SAFETY:**

- 8.1 All materials and performance of work will meet all Federal Health and Safety laws currently in effect.
- 8.2 The contractor shall take all necessary precautions for the safety of his/her employees on the job, and of the general public. Maintenance work shall be scheduled to provide the least inconvenience to occupants of the buildings and passers-by.
- 8.3 The contractor shall protect all planted areas and plants from trespassing during maintenance. Damaged material shall be repaired and/or replaced by the maintenance contractor.

9 **WORK HOURS:**

- 9.1 The Contractor agrees to fulfill all of its obligations under this Contract during safe daylight hours (as per Section 7.5).

10 **QUALIFICATIONS OF EMPLOYEES**

- 10.1 All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade.
- 10.2 The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
- 10.3 It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration policies.
- 10.4 Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
- 10.5 A no-smoking policy has been in effect since October 1, 1992 for all District owned buildings. The Office of Plant Operations and Maintenance requires that no smoking be permitted on any District property.

- 10.6 The Contractor shall see that every employee on the Contractor's work force is provided an Identification Badge.
- 10.7 The Contractor shall see that all employees wear their badges on the outside of their apparel at all times when in School Board buildings or premises.
- 10.8 The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as, the building managers, guards, inspectors, etc.
- 10.9 The Contract Officer's Representative(s) will determine how the Contractor will receive access to the facility.
- 10.10 The School Board of Brevard County, Florida, under School Board Rule number 6Gx5.712, "Drug-Free Work Place General Policy" recognizes that alcohol, drugs or any illegal substances are strictly prohibited on School Board property. Employees shall not possess or be under the influence of alcohol, drugs or any illegal substances while on School Board property.
- 10.11 The School Board of Brevard County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
- 10.12 The contractor shall **strictly prohibit** interaction between their employees and the student population.
- 10.13 Employees may not solicit, distribute or sell products while on School Board property.
- 10.14 Friends, visitors or family members of employees are not permitted in the work area.
- 10.15 The Contractor shall adhere to security standards.
- 10.16 **NOTE: PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OF THE CONTRACTOR AND SUB-CONTRACTOR ON OUR SCHOOL PROPERTY IS STRICTLY REQUIRED. THE SCHOOL BOARD WILL NOT TOLERATE BEHAVIOR NOT CONDUCTIVE TO AN EDUCATIONAL FACILITY.**
- 10.17 **JESSICA LUNSFORD ACT:** As a condition of the award, the successful Contractor shall, at its own expense, ensure that all of Contractor's employees and the employees of Contractor's subcontractors who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Florida Statute (Jessica Lunsford Act). Contractor's failure to comply with this requirement will constitute a material breach of the contract.

11 OBLIGATIONS OF THE OWNER

- 11.1 **Provide Authorized Representatives:** The Contractor's District representatives for all matters regarding this contract to include, but not limited to, submission of all schedules, invoices, reports and any other business regarding the contract shall be:
- 11.2 **Irrigation System Repair:** The District agrees to use its best efforts promptly to repair or cause to be repaired any damage to the irrigation system on the Owner's property which was not caused by the Contractor, its officers, employees, subcontractors or agents, and which the Contractor has brought to the Owner's attention in writing.
- 11.3 **Chemical Treatments:** The District additionally agrees to be responsible for the application of any required chemical or organic treatments to include, but not limited to, pesticides, herbicides, fungicides, and fertilizers and uses its best efforts to respond to the Contractor's request for such applications. The Contractor shall notify the District's authorized representatives (verbally and in writing) immediately upon the determination that chemical or organic treatments are required to include the specific problem and area, types to be used, application rates, application schedule and all particulars with reference to chemical composition. The District shall, after a specific review, make the final decisions regarding any chemical or organic treatment.
- 11.4 **Inspection and Unsatisfactory Work:** Landscape maintenance operations are subject to inspection by the SBBC, and will be done on a regular basis upon receipt of the monthly contractor's report, and to authorize payment for work performed. In the event of unsatisfactory work, the contractor shall re-do the necessary service without additional compensation for those areas so that the total service cycle may be completed in a satisfactorily manner within the specified time. The contractor shall have one week in which to correct the noted deficiencies after notification by the Owner, by either verbal or written communication. All deficiencies will be documented in writing. Should there be no response or action taken after the first week, a second written request will be made to the contractor. Should the contractor, make no response to the second notification within the two-week period; the School Board will terminate the contract with the landscape maintenance contractor.

12 GUIDELINES FOR LAWN AND LANDSCAPING MAINTENANCE

ASTRONAUT HIGH

ATHLETIC FIELDS –

Football Stadium
Track Stadium
Baseball Field
Softball

Pick up all trash before mowing

1. Mow 2 times per week with approved mower for Bermuda grass Note blade must be sharpen and mow must be cleaned when moving from one field to another to prevent spread of weeds and disease
2. Weed eat entire fence lines and around Football Stadium, Track inside and outside Baseball Field and dugouts and backstop as well as softball
3. Maintain sprinkler system and repair problems that occur
4. Maintain weed control by hand or weedeater in landscape areas
5. Edge, Trim and blow debris from all side walks
6. Edge Trim and blow debris from Drivers Ed and Parking beside that area
7. Mow edge and trim blow approach to football stadium and are next to bus loop
8. Mow and Trim edge are between track and baseball and other areas between athletic fields and behind track stadium
9. Mow area behind visitors bleachers in football stadium
10. Mow at slow speed to keep athletic fields level
11. Maintain weed control under football stadium bleachers

SCHOOL AND PARKING AREA

Pick up all trash before mowing

1. Mow once per week and weed eat grass edge around parking area and sidewalks
2. Maintain waste control and trash pickup
3. Mow and maintain are on west side of school bordering parking lot and next to I-95 continuing down to Jack Schnell on Southside of school
4. On Bus loop side of school mow edge and trim all grass areas
5. Plants and maintain any new landscape beds
6. Edge around sidewalks and weed eat around building
7. Trim all Palms
8. Mulch all flower beds 2 times per year
9. Control weeds and grass in sidewalk cracks and expansion joints
10. Weed eat around all signs
11. Trim around manholes and concrete structure in lawn
12. Weed control along all fence lines
13. Mow between school fence and street along Jack Schrell
14. Mow hill on the west side of campus next to I-95

MADISON MIDDLE SCHOOL

SCHOOL AND PARKING AREA

Pick up all trash before mowing

1. Mow once per week and weed eat grass edge around parking area, fences and sidewalks
2. Maintain waste control and trash pickup
3. On Bus loop side of school mow edge and trim all grass areas
4. Plants and maintain any new landscape beds
5. Edge around sidewalks and weed eat around building
6. Trim all Palms
7. Mulch all flower beds 2 times per year
8. Control weeds and grass in sidewalk cracks and expansion joints
9. Weed eat around all signs
10. Trim around manholes and concrete structure in lawn
11. Weed control along all fence lines
12. Mow and maintain area known as "Madison Square Garden".
13. Maintain sprinkler system and repair problems that occur
14. Maintain weed control by hand or weedeater in landscape areas
15. Edge, Trim and blow debris from all side walks
16. Mow grass area on the southeast corner of property. (adjacent to athletic fields)
17. Mow grass area between athletic fields and school building.

12.1 MOWING: Subject to adjustment for unusual weather or growing conditions, mowing of all turf areas will be completed on an average once every 7 days from April 1 through October 30 (minimum 4 times per month), and on an average of every 14 days from November through March 31 (minimum 2 times per month). Contractor shall periodically alter patterns as necessary to avoid rutting. All turf shall be mowed using rotary mowers to a finished height of 2.0" TO 3.0". Areas where large mowers are not practical or would damage property must be mowed using small walk-behind equipment. No gouges or scalping of turf will be allowed. Contractor will insure that all mower blades are kept sharpened at all times. Damaged or uneven surfaces, washouts or unsafe areas will be reported to Owner promptly. Mowing around water structures, lakes, canals, drainage ditches, etc., shall be to water's edge at time of each mowing. The Contractor hereby acknowledges that water levels are likely to fluctuate during the term of this Contract. If operating equipment in these areas is unsafe or is likely to cause damage to the area, Contractor will be required to line trim down to water's edge. Mowing over litter or debris will not be allowed, each area must be policed prior to mowing.

The safety and convenience of the public is of paramount importance in the execution of the Contractor's obligations under this Contract. The Contractor shall not compromise public safety nor allow any condition that will endanger or inconvenience the public in the performance of its obligations under this Contract.

All areas, including curbs, gutters, walks, roads, and fence lines shall be raked, blown, vacuumed and/or cleaned of clippings, leaves, sticks, twigs, fronds, or any other debris on each maintenance day. Collected debris shall be disposed of. No unauthorized dumping, burning or burying of debris will be allowed.

12.2 EDGING AND TRIMMING: Contractor shall trim and properly edge all shrub, groundcover, and flower beds as well as tree rings, curbs, walls, sidewalks, signs, etc. and remove. Trimming and edging shall be executed as required. Damage to property or existing vegetation by improper trimming or edging shall promptly be repaired or replaced at Contractor's cost.

Edging will precede mowing. Mechanical blade edgers and string weed eaters will be used to vertically cut grass surfaces along curbs and bed lines to maintain a clean sharp appearance at all times. Edger blades shall be kept sharpened at all times.

In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, canals, etc., shall be trimmed as required.

Mulching around all existing trees and turf areas will be required to prevent mechanical damage.

12.3 WEEDING: Weed control shall be performed by hand in landscaping areas, plant beds and hedgerows at the early signs of weed growth and shall be repeated as required such that all areas are continuously free of weeds, undesirable grasses or any extraneous plants. Failure to maintain a weed free condition will result in reduction of allowable billing.

Contractor shall remove all undesirable vegetation as required at cracks and joints in concrete and asphalt pavement surfaces within the project area as required each cycle along concrete gutters and catch basins.

12.4 Contractor shall maintain all staking, guying, flag ribbons, etc. on newly installed plant materials in sound structural and supporting integrity as directed by the Owner's Authorized Representative. Contractor shall remove staking and guying upon Owner's request as required.

Pruning will also be required from time to time to remove damaged branches from storms or when blocking lines of sight, etc.

Cuts on plant materials should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Flowering trees shall be pruned over an outside bud.

Limb cuts shall be clean and on the outer edge of the growth collar.

Contractor shall prune only at the time of season proper for the variety or as directed by the Owner's Authorized Representative. Prune flowering trees and shrubs after the flowers have fallen.

Vines and groundcover plants shall require periodic cutting back to encourage lateral growth.

Contractor shall trim all hedges each pruning cycle as necessary to keep them looking neat and level as directed by the Owner's Authorized Representative. All branches, dead wood and cuttings shall be removed from the job site at time of pruning and disposed of.

Pruning shall include the following items:

- 1) Dead, dying or unsightly parts of the tree or shrub.

- 2) Sprouts growing at or near the base of the tree trunk or sucker growth.
- 3) Branches that grow toward the center of the tree.
- 4) Crossed branches that may rub together.
- 5) Multiple leaders if the tree normally has only a single stem.
- 6) Nuisance growth that interferes with vehicular sight distance, traffic signage, overhead utilities, walks, irrigation, or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages that in any way may be a potential conflict with people or vehicles.
- 7) Old or loose fronds from palm trees excluding Washington palms (i.e. Washington palms shall be left with boots and skirts intact).

12.5 TRASH AND DEBRIS REMOVAL: The Contractor shall perform complete and continuous policing and litter pick-up of all landscape areas. All debris, such as, but not limited to, papers, bottles, cans, sticks, palm fronds, leaves, grass clippings and cigarette butts, shall be removed from all landscape and lawn areas before each mowing and whenever deemed necessary by the Contractor or Owner to maintain a neat, clean appearance. The Contractor will remove all dead trees, broken limbs, or branches immediately upon notification by the Owner or upon routine inspection of grounds. The Contractor will remove the debris from the job site.

12.6 IRRIGATION: Contractor will manually check existing irrigation system at the facility during the first and third week of each month, and report all problems (including sprinkler heads, valves, and timers) to owner.

13. TERMS AND CONDITIONS

13.1. LOWEST AND MOST RESPONSIVE AND RESPONSIBLE BID

SCHOOL BOARD intends to accept the “lowest” and “responsive and responsible” bid submitted to it. The term “lowest” aforesaid shall be interpreted to mean the lowest “ALL OR NONE” Total Net Bid Price for all required tasks. In determining which is the “lowest” and “responsive and responsible” bid received, the SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

SCHOOL BOARD reserves the right to:

- A. Reject any and all bids received by it,
- B. Waive minor informalities in any bid,
- C. Accept any bid or part thereof that in its judgment will be for the best interest of the School Board of Brevard County, Florida.

13.2 Term and Renewal of Contract

The term of this contract shall be for a period of one year from the date awarded by the School Board of Brevard County, Florida. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. All prices shall be firm for the term of this contract. The awardee(s) shall agree to this condition by signing their bid. If required, upon mutual agreement the contract will be extended 90 days beyond the contract expiration date.

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement with awardee(s), in writing. The School Board, through the Office of Purchasing Services shall, if considering contract renewal, request a letter of intent to renew from the awardee prior to the end of the current contract period.

13.3 Method of Compensation

The Contractor shall be compensated for each assigned and completed work task or deliverable authorized by contract and for the price predetermined by the BPS approved Contractor's proposal and a matching written purchase order issued by the School Board of Brevard County. Final payment shall be due and payable upon satisfactory completion of the services and approval and acceptance of any contract deliverables and submittal of an appropriate invoice, in a format acceptable by the School Board of Brevard County. The BPS payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act.

The Contractor shall be required to reference purchase order numbers on all requests for payment. All statements must reference valid SBBC purchase order numbers. Invoices shall be mailed directly to

ACCOUNTING, School Board of Brevard County, 2700 Judge Fran Jamieson Way, Viera, FL 32940 or they may be emailed to: accountspayable@brevardschools.org. A separate invoice must be received for each purchase order number. Invoices which do not reference valid SBBC purchase order numbers or which are otherwise erroneous shall be returned to the vendor for resolution of discrepancies. Invoices shall also minimally contain the following:

- o Name and address of vendor, a unique invoice number and date of completion.
- o Itemized description of service or product provided.
- o Name and address of the location where the service or product was provided or delivered.

It shall be the sole responsibility of the Contractor to reconcile the purchase order and the Contractor's invoice and to notify the Contract Administrator of any discrepancies prior to billing. The School Board shall only pay the dollar amounts encumbered and authorized on the purchase order.

13.4 Addition, Deletion or Modification of Services

The School Board of Brevard County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the District, the total fee shall be increased or decreased by a prorated basis agreed upon by the District, the contractor and the contract manager. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor will be paid for the correct portion on the basis of the estimated percentage agreed upon by the District, the contractor, and the contract manager upon completion of such portion.

13.5 Termination of Contract

The School Board of Brevard County may, by written notice to the successful bidder, terminate the Contract if the bidder has been found to have failed to perform its service in a manner satisfactory to the School Board as per specifications: including delivery as specified. The date of termination shall be stated in the notice. The School Board shall be the sole judge of non-performance and has the right to suspend the bidder for a maximum period of one year

13.6 Compensation Insurance

The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 400. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

13.7 Contractor's Protective Liability

The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subcontractors.

13.8 Proof of Insurance

Certificates of Insurance, as outlined herein, shall be furnished to the School Board of Brevard County, Florida within **five (5) working days of the notification of the intent to award the contract**. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the School Board and shall **name the School Board as an "Additional Insured" where herein specified**. These Certificates of Insurance shall be sent to: School Board of Brevard County, Florida, Office of Purchasing Services, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601.

13.9 Duration of Insurance Policies

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) day prior written notice to the parties insured.

13.10 Public Liability Insurance

Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than One Million Dollars (\$1,000,000.00). The limits specified herein are minimum limits.

13.11 Property Damage Insurance

Insurance shall be an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of any on accident, and in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all incidents. Automobile property damage shall be not less than One Million Dollars (\$1,000,000.00). The limits specified herein are minimum limits.

13.12 Debris

Vendor shall be responsible for the prompt removal of all debris from the owner area, which is a result of this service. **DO NOT USE THE SCHOOL'S TRASH RECEPTACLES OR DUMPSTERS.**

13.13 Protection of Property

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

13.14 Conflict of Interest

The award of this ITB is subject to the provisions of Chapter 230, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an agent of the School Board of Brevard County, Florida. Further all proposers must disclose the name of any School Board employee who owns, directly or indirectly, any interest of five (5%) percent or more of the proposer's firm or any of its branches/subsidiaries.

13.15 Pre-Bid Walk Through

It is the bidder's responsibility to become fully informed as to the nature and the extent of the work, products, and services required and it's relation to any other work in the area, including possible interference from SBBC activities. ***A pre-bid walk through will be held at 1:00 p.m., Friday, May 6, 2011 beginning at Astronaut High School - 800 War Eagle Blvd. Titusville, FL 32796-2398 . When we conclude at Astronaut, we will move on to Madison Middle School - 3375 Dairy Road Titusville, FL 32796-1598.*** This walk through will provide all bidders an opportunity to discuss the specifications, terms, and conditions of the bid with a school board representative.

13.16 Inquiries

Please direct all inquiries concerning this proposal to: Becky Prosser, FCCM - Buyer, (321) 633-1000 ext. 646.

Attachments (4)

1. Lawn Maintenance Contractor Report
2. Contractor Questionair
3. List of Machinery
4. Report Of Unsatisfactory Materials And/Or Service

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

April 26, 2011

BID #11-028/BP – Lawn Maintenance and Landscaping Services, Astronaut High School & Madison Middle School

Return this bid package as instructed on the "Specific Qualification Requirements" page. Our form must be used. No other Form will be accepted.

Please bid on specifications, or equal.

TIME REQUIRED FOR DELIVERY,
AFTER RECEIPT OF ORDER

PRICING VALID UNTIL:

If award is not made with 45 days of opening, project will be rebid.

CONTRACT WILL BE VALID 1 YEAR FROM DATE OF AWARD.

Name & Mailing Address of Company, Zip.

Order Contact Person

Telephone # _____

Toll Free # _____

Fax # _____

Print Name

Signature

CHECK UNIT PRICES: Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price will be used in determining the correct bid price.

TERM AND RENEWAL OF CONTRACT: The term of this contract shall be for a period of one year from the date awarded by the School Board of Brevard County, Florida. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. All prices shall be firm for the term of this contract. The awardee(s) shall agree to this condition by signing their bid. If required, upon mutual agreement the contract will be extended 90 days beyond the contract expiration date.

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement with awardee(s), in writing. The School Board, through the Office of Purchasing Services shall, if considering renewing contract, request a letter of intent to renew from the awardee prior to the end of the current contract period.

ITEM NO.	DESCRIPTION		UNIT PRICES	TOTALS
	Section A		Column A	Column B
1.	ASTRONAUT HIGH - OUTSIDE GROUNDS			
A.	LAWN MAINTENANCE (SECTION 12)		\$ _____ /month	
B.	ATHLETIC FIELDS FOOTBALL STADIUM TRACK STADIUM BASEBALL FIELD SOFTBALL FIELD		\$ _____ /month	
C.	TREE, HEDGE, SHRUB, PLANT AND PLANT BED MAINTENANCE (SECTION 12)		\$ _____ /month	
	TOTAL OF ITEMS A & B	12 X	\$ _____ /month Total Monthly Cost	= \$ _____ TOTAL COST OF YEARLY SERVICE
2.	COST PLUS PERCENTAGE (SECTION 6)			
	MATERIALS (TO BE FURNISHED BY THE CONTRACTOR IF AND WHEN REQUESTED BY THE SCHOOL BOARD) SHALL BE AT CONTRACTOR'S ACTUAL COST PLUS PERCENTAGE, BID AS SPECIFIED (SUBPARAGRAPH 6.1).		_____ %	
	TOTAL OF PART 2	\$1,000 X	_____ %	= \$ _____
3.	STANDARD HOURLY LABOR RATE (SECTION 7.10)			
A.	SUPERVISOR	10 X	\$ _____ /hr	= \$ _____
B.	LABORER	100 X	\$ _____ /hr	= \$ _____
	TOTAL OF ITEMS A & B			= \$ _____
			TOTAL "ALL OR NONE" PRICE OF Section A , Items 1, 2 & 3	\$ _____

	Section B		Column A	Column B
1.	MADISON MIDDLE SCHOOL – OUTSIDE GROUNDS AND INSIDE AREA KNOWN AS “MADISON SQUARE GARDENS”			
A.	LAWN MAINTENANCE (SECTION 12)		\$ _____ /month	
B.	TREE, HEDGE, SHRUB, PLANT AND PLANT BED MAINTENANCE (SECTION 12)		\$ _____ /month	
	TOTAL OF ITEMS A & B	12 X	\$ _____ /month Total Monthly Cost	= \$ _____ TOTAL COST OF YEARLY SERVICE
2.	COST PLUS PERCENTAGE (SECTION 6)			
	MATERIALS (TO BE FURNISHED BY THE CONTRACTOR IF AND WHEN REQUESTED BY THE SCHOOL BOARD) SHALL BE AT CONTRACTOR'S ACTUAL COST PLUS PERCENTAGE, BID AS SPECIFIED (SUBPARAGRAPH 6.1).		_____ %	
	TOTAL OF PART 2	\$1,000 X	_____ %	= \$ _____
3.	STANDARD HOURLY LABOR RATE (SECTION 7.10)			
A.	SUPERVISOR	10 X	\$ _____ /hr	= \$ _____
B.	LABORER	100 X	\$ _____ /hr	= \$ _____
	TOTAL OF ITEMS A & B			= \$ _____
		TOTAL “ALL OR NONE” PRICE OF Section B , Items 1, 2 & 3		\$ _____

ATTACHMENT 1

SCHOOL BOARD OF BREVARD COUNTY
LAWN MAINTENANCE CONTRACTOR REPORT

Vendor Info

(Name of Company) _____
(Address) _____
(City, State, Zip) _____
(Phone Number) _____
(Fax Number) _____
(Contact) _____

RE. Bid # 11-028/BP – Lawn Maintenance and Landscaping Services – Astronaut High School & Madison Middle School.

Contractor: submit report for each service with applicable monthly invoice to:

<u>Completed</u>	<u>Task</u>	<u>Additional information</u> (Hours, Materials Used etc.)
_____	Mowing	_____
_____	Edging	_____
_____	Trimming (Turf)	_____
_____	Pruning/Trimming Shrubs	_____
_____	Pruning/Trimming Trees	_____
_____	Leaf/Grass Blowing	_____
_____	Debris Removal	_____
_____	Irrigation Inspection	_____

Contractor's Signature

Date

By signing the above, Contractor certifies all above services have been performed as per contract specifications.

ATTACHMENT 2
LAWN MAINTENANCE & LANDSCAPING CONTRACTORS QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in evaluating the bid to determine the "lowest" and "best" bid. The school board shall weigh (a) experience, qualifications, and reputation of each Bidder and (b) the quality of products and services proposed by each bidder.

1. FIRM NAME: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact for Inquiries: _____

2. BONDING:

Surety Company: _____

Agent Company: _____

Agent Contact: _____

Total Bonding Capacity: \$ _____

Value of Work presently bonded: \$ _____

3. INSURANCE:

Insurance Company: _____

Agent Company: _____

Agent Contact: _____

Worker's Compensation Modifier for the past three (3) years: _____

4. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you job site fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered YES to either of the above questions, you MUST submit on a separate sheet the details describing the circumstances surrounding each incident.

5. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Value of work now under contract: _____

Value of work in place last year: _____

Average annual value of work completed (last three [3] years): _____

Trades usually self-performed: _____

Percentage (%) of work performed by own forces: _____

TOTAL NUMBER OF PERMANENT STAFF PRESENTLY EMPLOYED BY FIRM: _____

LIST COMPANY OWNERS/OFFICERS:

TOTAL NUMBER OF PERMANENT STAFF EMPLOYED INCLUDES THE FOLLOWING:

Management	_____	Superintendents	_____
Arch. /Engineers	_____	Foremen	_____
Draftsmen	_____	Skilled Craftsmen	_____
Project Managers	_____	Unskilled Labor	_____
Project Engineers	_____	Other, Clerical, Bookkeepers	_____
Estimators'	_____		

IN-HOUSE ENGINEERING OR FABRICATION CAPABILITY: _____

Fabrication floor area: _____ SF

Approximate value of equipment owned by firm: \$ _____

(Attach list of major equipment)

PROJECT PERSONNEL:

Submit names, project experience and business references of personnel who will be directly responsible for project delivery (Include Sub-Contractors you use and their personnel):

a. Corporate responsibility with project names and references.

b. Field responsibility with project names and references.

(may submit alternate names for a. and/or b.)

If contractor is successful bidder, the name of the above personnel may become a part of the contract documents.

LIST 3 TRADE REFERENCES:

Reference 1:

Company: _____

Contact: _____ Phone: _____

Reference 2:

Company: _____

Contact: _____ Phone: _____

Reference 3:

Company: _____

Contact: _____ Phone: _____

LIST THE TEN (10) MOST SIGNIFICANT CONTRACTS YOUR COMPANY IS CURRENTLY HANDLING OR HAS HANDLED IN THE LAST 5 YEARS.

Contract #1:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #2:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #3:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #4:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #5:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #6:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #7:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #8:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #9:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

Contract #10:

Project Name: _____

Address: _____

Contact: _____ Phone: _____

6. BANK REFERENCES, CREDIT REFERENCES:

Bank Name: _____

Address: _____

Contract: _____ Phone: _____

Currently rated with Dun & Bradstreet? YES ☐ NO ☐

If so, what is your D & B rating: _____?

Has firm: Failed to complete a contract? YES ☐ NO ☐

Been involved in bankruptcy or reorganization? YES ☐ NO ☐

Pending judgment claims or suits against firm? YES ☐ NO ☐

(If answer to proceeding is yes, submit details on separate sheet.)

7. Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a non-criminal traffic violation?

YES ☐ NO ☐

If yes provide complete details on a separate sheet.

I hereby certify that the above information is true and complete to the best of my knowledge.

Signature: _____
(Officer of the Firm)

Name: _____

Title: _____

Date: _____

Type of Firm

() Corporation

() Partnership

() Sole Proprietor

ATTACHMENT 3

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by the bid. "Being available" shall be interpreted to mean that the equipment is owned or under the control of the bidder submitting the bid.

TYPE OF EQUIPMENTThis image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Add other sheets as needed.

Name of Contractor _____

Signature _____

ATTACHMENT 4

SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
 2700 Judge Fran Jamieson Way
 Viera, FL 32940-6601
REPORT OF UNSATISFACTORY
MATERIALS AND/OR SERVICE

Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
<i>Attach supporting documentation</i>

Use reverse side or attachments if necessary

Vendor's Response to Complaint

To Above Referenced Vendor: The above complaint has been submitted by a Brevard County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Brevard County.

Response:

Vendor Representative:	Signature:
	Date:
Title:	Telephone No:

ATTACHMENT 4