

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



DATE: January 5, 2011

TO: BIDDERS ON TREE TRIMMING, VEGETATION REMOVAL AND STUMP GRINDING SERVICE

FROM: Bill McNichols, CPPB, FCCM, Buyer

RE: ITB #11-015/BM – Tree Trimming, Vegetation Removal and Stump Grinding Service
Plant Operations and Maintenance

BID REQUEST

The School Board of Brevard County, Florida respectfully requests that you submit a Bid on the above captioned matter, F.O.B. various locations throughout Brevard County. 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: ITB No. 11-015/BM – Tree Trimming, Vegetation Removal and Stump Grinding Service – 2:00 p.m., January 21, 2011, along with company name and return address. All bids shall be mailed or hand-delivered to The School Board of Brevard County, Purchasing Department, Pod 8--Room 802, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601. **Bids will be received in the Purchasing Department up until, but no later than: 2:00 p.m., Friday, January 21, 2011. The official time clock will be the date and time stamp clock located in the purchasing office.** 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 Pre-Bid Conference will be held at 10:00 a. m. on Thursday, January 13, 2011 at the Office of Food and Nutrition Services, Conference Room 714A, 2700 Judge Fran Jamieson Way, Viera, Florida, 32940-6601.**

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No bid may be withdrawn prior to Board approval without a written request by the bidder, and written consent of the buyer.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.

BRAND NAME REFERENCE: Although certain manufacturer brand names and numbers may be specified, alternates may be considered. The bidder by bidding an alternate warrants that products/services being bid meet or exceed all stated specifications. When an alternate is bid, bidder must furnish two (2) copies of complete literature on item(s) bid. Full-line catalogs will be appreciated. If an alternate is bid and descriptive literature is not included, bid will be considered invalid.

As requested, each bid must be accompanied by two (2) copies of literature giving a complete description of the item(s) on which you are bidding to clearly present the quality, style and construction. All literature must be clearly identified by the name of the bidder, if applicable to materials, products, or equipment being offered. Bidders must insert brand names, model number and description of products bid. Terms and conditions, where applicable, are set out within the bid.

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 submittal of this bid, please contact: Bill McNichols, CPPB, FCCM, Buyer, Purchasing Dept., at 321-633-1000, ext. 623.

SPECIFIC QUALIFICATION REQUIREMENTS OF BIDDERS

This document is to explain and define the method of submitting and responding to all bids initiated by the Purchasing Department 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) Joint Cooperative Governmental Purchasing Program - signed by bidder.
- ☒ 6) Drug Free Work Place, Sect. 287.087 FL Statutes - signed by bidder.
- ☒ 7) All Associated Addendums

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.
- ☒ 2) Copies of Tax Certificates/Licensing/Certifications
- ☒ 3) Contractor Questionnaire

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		INVITATION TO BID Bid Acknowledgment	
BID TITLE: Tree Trimming, Vegetation Removal & Stump Grinding Service		ITB NO.: 11-015/BM	
BID DUE DATE AND TIME: January 21, 2011 @ 2:00 PM		BUYER: Bill McNichols, CPPB, FCCM	
PURCHASING TELEPHONE NUMBER: 321-633-1000 Ext. 623		ISSUE DATE: January 5, 2011	
Vendor Name:		If returning as a "No Bid" state reason:	
Vendor Mailing Address:			
City – State – Zip Code:			
Vendor Taxpayer Identification Number:	Telephone Number:	Toll-Free Number:	Fax Number:
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.

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- 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.

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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 ensures 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

INSURANCE

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
PURCHASING DEPARTMENT
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

TO: All Bidders

FROM: Bill McNichols, CPPB, 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

ITB: **11-015/BM** – Tree Trimming, Vegetation Removal & Stump Grinding Service
Plant Operations & Maintenance

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 Purchasing Department 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: _____

BE/pn
Rev. 3/12/98

**SCHOOL BOARD OF BREVARD COUNTY
PURCHASING DEPARTMENT
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 sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Corporate Name

Signature of Bidders
Executive Officer

ITB #11-015/BM

TREE TRIMMING, VEGETATION REMOVAL AND STUMP GRINDING SERVICE
PLANT OPERATIONS AND MAINTENANCE

GENERAL SPECIFICATIONS

1. INTRODUCTION

- 1.1** THIS SPECIFICATION establishes the minimum requirements for the TREE TRIMMING, VEGETATION REMOVAL AND STUMP GRINDING SERVICE, listed and described in the body of these specifications, to be used as noted, by the School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601.
- 1.2** THE INTENT of this ITB is to establish a contract for a period of one year from date of award during which time the successful bidder shall guarantee firm labor and equipment prices for the tree trimming, vegetation removal and stump grinding projects awarded to him/her as specified in this bid.

This bid will be awarded to minimum of one contractor. The bid will be awarded on an "All or None" basis, Contractors must bid on all line items on the price sheet to be considered for an award.

2. GENERAL SPECIFICATIONS

2.1 SCOPE

The Contractor shall be expected to perform, but not limited to, the following types of work: Trimming, pruning and/or the entire removal of trees, including their stumps, all limbs, brush, chips, log debris and materials whatsoever generated by such work. **Debris shall not be left overnight on the District's property.** All debris shall be removed at the end of the work day.

Upon notification the Contractor shall visit the job site with a representative from the Maintenance or Facility Department. At this time, the Contractor shall be informed of what the project is and what the problems are. It then will be the Contractor's responsibility to develop a scope of work in writing of how the project will be completed and a cost for labor and equipment, using the cost that was awarded.

NOTE: There may be unforeseen things that may have to be addressed at the job site not listed above. This can be addressed in your scope of work at that time. Any site plans or drawings that may be helpful to you may be obtained at the Facilities Department, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601. Your contact person will be Rick Bellanger, Design Draftsman, (321) 631-1000 ext. 472. It shall be the contractor's responsibility to obtain them.

2.2 TRIMMING

- 2.2.1** The natural symmetry and beauty of the trees and vegetation, which are trimmed, shall be considered. No stubs will be allowed.
- 2.2.2** Avoid stubbing limbs to prevent stimulating development of sucker clusters or limb stubs.
- 2.2.3** Tearing of bark shall be avoided and deemed unacceptable.
- 2.2.4** Cuts shall be made according to current standards as endorsed by the International Society of Arboriculture.
- 2.2.5** All cuts shall be made so as to provide maximum protection to the tree and to insure proper healing of the wound. Only employees that have been trained in the proper techniques and procedures and considered skilled and qualified will be used for the cutting and trimming work done off of the ground. Common labor used as helpers shall be under the direct supervision of a skilled and qualified tree man.

2.2.6 All tree removal and trimming shall be done in compliance with the “American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance-Standard Practices”, ANSI A300, Current edition.

2.3 CLEAN UP

2.3.1 All loose, broken, or cut branches shall be cleaned out from the tree before leaving the job.

2.3.2 In no case shall brush or wood be allowed to remain on the School Board of Brevard County's property or premises overnight.

2.3.3 Debris cleanup shall be completed daily. Work areas shall be left in a neat and safe condition.

2.4 STUMP REMOVAL

Stumps and roots shall be removed below ground level so as to not be chemically treated. All debris shall be removed from work area. After all debris is removed, the Contractor shall fill hole with topsoil and rake level.

2.5 GENERAL

The majority of this work shall be accomplished during the normal workday following the prescribed safety guidelines. Although some work will be required by the School Board at night and on weekends and after normal school hours at the time and one half rates as awarded on this bid.

The Contractor shall coordinate all work with the schools and the Maintenance Department from the start date to the completion of the project. The Maintenance Department shall inspect all work at various times or when called and on completion, before final payment is made on the project.

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 Instruction to Bidders.

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 or service 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:

- a) Each page of the bid document (including all specifications and terms and conditions).
- b) All addenda heretofore issued.
- c) Project scope of work.
- d) Drawings, if any.
- e) Purchase order or construction agreement (as required).
- f) Contract completion form.

4. CONTRACTOR QUALIFICATIONS

- 4.1** The Contractor shall hold an appropriate Occupational licenses, issued by Brevard County, and/or other license/certification required for the applicable service/work being performed. These licenses must be valid at the time of the bid opening. A copy shall be provided with bid and updated annually. The Contractor shall notify the School Board if any change occurs in regards to licenses.
- 4.2** The Contractor must have completed within the past five (5) years a minimum of five (5) projects where the contract amount was \$25,000.00 or more.
- 4.3** 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 to directly respond to the request. The School Board reserves the right to reject bids that do not provide sufficient information to evaluate the qualifications of the Contractor and where information provided does not demonstrate a proven record of acceptable performance (e. g., negative references, unsatisfactory performance, failure to complete projects) etc.

5. SPECIAL TERMS AND CONDITIONS

- 5.1** The Contractor shall furnish all labor at an hourly rate, tools, equipment and transportation to provide tree trimming, vegetation removal and stump grinding services at multiple facilities within Brevard County. These services shall include small to large tree trimming, vegetation removal and stump grinding projects.
- 5.2** Labor provided by the Contractor shall be billed to the School Board based on the hourly rates bid for labor (items 1. 2 and 3 on the bid price sheet). The hourly rate bid shall include full compensation for labor, equipment use, travel time and any other cost (including overhead) to the Contractor. The hourly rate shall be based on a Per Crew Hour. A crew shall consist of a three (3) person crew. The bidder is responsible for providing all equipment necessary for completing the required jobs. The bid pricing shall apply, regardless of the equipment required or the size of the tree. The rate shall be straight time for all labor except projects deemed as an emergency by the Department Director, or his designee.
- 5.3** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under this contract.
- 5.4** The Contractor shall be responsible to the Owner for the acts, errors and omissions of their employees.
- 5.5** Unless otherwise provided in the project documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated in the project.

- 5.6 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.
- 5.7 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 of his waste materials and rubbish from and about the project, as well as all of his tools, equipment and machinery.
- 5.8 The Contractor shall be responsible for notifying the School Board 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.

6. **CONTRACTOR'S RESPONSIBILITIES**

- 6.1 Upon notification from the School Board, the Contractor shall prepare an independent written estimate of the labor and equipment required to complete the work. The estimate shall provide specific information including the following: hourly labor and equipment rates as bid. The estimates shall be itemized by the number of work hours per classification for labor and equipment. **Lump sum estimates shall not be accepted.** The estimate shall also include the dates when the project will be started and completed.

The Contractor shall be provided a detailed scope of work, which identifies the specific work description.

The Contractor shall complete the total estimate to accomplish the work and will identify any additional tasks necessary to satisfactorily accomplish the overall scope of work.

- 6.2 The Contractor shall return an estimate to the School Board's Maintenance Department within five (5) business days, or as otherwise directed by the School Board's designee.
- 6.3 The Contractor's estimate shall be evaluated to determine if the scope of work has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that labor and equipment estimates are reasonable and properly documented, and conform with bid pricing. The estimate provided by the Contractor shall be firm; no increases shall be permitted unless unforeseen circumstances arise.
- 6.4 If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the contractor shall not proceed without written authorization of the School Board's authorized representative(s).
- 6.5 The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials.
- 6.6 The Contractor's time shall start on the job site. Any travel time expenses shall be borne by the Contractor and shall not be reimbursed by the School Board.
- 6.7 Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons and/or vehicles, or when deemed necessary by the School Board's Representative(s).

- 6.8 The Contractor shall conform to all Federal, State, County and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations shall not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.
- 6.9 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor. The Contractor shall be held responsible for any damage to property caused by reason of its operations on the property.
- 6.10 The Contractor acknowledges that work will be performed only **after receipt of an authorized purchase order or an executed construction agreement.**
- 6.11 The Contractor shall ensure that his employees and any persons performing work under a contract while on District property, be signed into the School or District Facility Visitor Log and be conspicuously wearing the visitor badge. Sign-in is required prior to the start of work regardless of location. Personnel shall sign-out when leaving District property.

7. TIME IS OF THE ESSENCE

- 7.1 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 the time specified.
- 7.2 If the Contractor neglects, fails, or refuses to complete the work within the time specified, as properly extended by the School Board, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School Board the sum of **\$200.00** for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty, but, as liquidated damages for breach of Contract, as set forth herein.

8. QUALIFICATIONS OF EMPLOYEES

- 8.1 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.
- 9.2 The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
- 9.3 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.
- 9.4 Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
- 9.5 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 of its projects on any District property.
- 9.6 The Contractor shall see that every employee on the Contractor's work force is provided an Identification Badge. The badge shall follow a Board approved format, to include a picture of the employee; shall specify the name of the badge holder and the name of the contractor and be signed by both the contractor and the badge holder.
- 9.7 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 on School Board premises.

- 9.8 The Contractor shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available. Break areas are restricted to designated spaces within the building. Designated areas for lunch breaks can be used by the Contractor personnel. Office areas in all buildings are off-limits for designated break periods. The Contracting Officer's Representative(s) will identify the exact locations in each building where breaks can be taken.
- 9.9 The Contractor shall prohibit his employees from using the telephone or office equipment provided for official use.
- 9.10 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.
- 9.11 The Owner shall determine how the Contractor will receive access to the facility.
- 9.12 If the contractor loses building access key(s), the Contractor shall pay the School Board of Brevard County the cost to replace hardware as necessary to secure the building(s) to its/their original level of security.
- 9.13 The School Board of Brevard County, Florida, under School Board Policy number 1124, "Drug-Free Work Place" 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.
- 9.14 The School Board of Brevard County, Florida, under School Board Policy number 7217, "Weapons" prohibits anyone from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District.
- 9.15 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.
- 9.16 The contractor shall **strictly prohibit** interaction between their employees and the student population.
- 9.17 Employees may not solicit, distribute or sell products while on School Board property.
- 9.18 Friends, visitors or family members of employees are not permitted in the work area.
- 9.19 The Contractor shall adhere to all District security standards.
- 9.20 **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. **TERMS AND CONDITIONS**

10.1 **Most Responsive and Responsible Bid**

SCHOOL BOARD intends to accept the lowest most "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 most "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.

The 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, which in its judgment, will be for the best interest of the School Board of Brevard County, Florida.

After review of all bids, the evaluation committee reserves the right to request selected contractors to make a presentation to the committee to discuss their capabilities to perform this contract.

10.2 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.

Information regarding compliance procedures is available on Brevard Public School's Office of District and School Security's website: www.security.brevard.k12.fl.us.

- 10.3** The School Board reserves the right to make multiple awards in the best interest of the District. The School Board of Brevard County shall award this contract to a minimum of one (1) contractor (most responsible and responsive bid). Alternate contracts may be awarded to one or more next lowest and best bidders.

10.4 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 (additional) one year periods, upon mutual agreement with awardee(s), in writing. The School Board, through the Purchasing Department shall, if considering to renew contract, request a letter of intent to renew from the awardee prior to the end of the current contract period.

10.5 Quantity

The estimated dollar amount to be expended during this bid period of twelve (12) months is **\$100,000.00**. Please note that this is an estimate only and in no way obligates the School Board to purchase this amount. These estimates are intended as a guide in submitting your bid. The actual dollar amount purchased under this bid may be more or may be less.

10.6 Termination of Contract

The School Board of Brevard County, Florida, 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 sole judge of non-performance and has the right to suspend the bidder for a maximum period of one year.

10.7 Compensation Insurance

The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440

In the event that unapproved labor is found on District property during a project, the responsible Contractor's contract shall be terminated immediately and the Contractor shall be disallowed from further contract consideration by the District.

10.8 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 not be less than One Million Dollars (\$1,000,000.00). The limits specified herein are minimum limits.

10.9 Property Damage Insurance

In 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.

10.10 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.

10.11 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 of the parties insured.

10.12 Proof of Insurance

Certificates of Insurance, as outlined herein, shall be furnished to the School Board of Brevard County, Florida within three (3) 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, Purchasing Department, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601.

10.13 Protection of Property

The Contractor 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.

10.14 Conflict of Interest

The award of this bid is subject to the provisions of Chapter 230, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee 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.

10.15 Collusion

The School Board of Brevard County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

10.16 Debris

Contractor shall be responsible for the prompt removal of all debris from the school area, which is a result of this service or delivery. **DO NOT USE THE SCHOOL'S TRASH RECEPTACLES.**

10.17 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 BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

10.18 Pre-Bid Conference

It is the bidder's responsibility to become fully informed as to the nature and extent of the work, products, and services required and its relation to any other work in the area, including possible interference from academic or other school activities. **A Pre-Bid Conference will be held at 10:00 AM Thursday January 13, 2011, in The Office of Food and Nutrition Services, Conference Room 714A, 2700 Judge Fran Jamieson Way, Viera, Florida, 32940-6601.** This conference will provide all bidders an opportunity to discuss the specifications, terms and conditions of the bid with a School Board of Brevard County, Florida, representative.

10.19 Inquiries

Please direct all inquiries concerning this bid to Mr. Jim Hudson, Maintenance Coordinator, Office of Plant Operations and Maintenance, 1254 South Florida Avenue, Rockledge, Florida 32955, number 321-633-3602 ext. 13004.

INSERT COMPANY NAME

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

January 5, 2011

ITB #11-015/BM – Tree Trimming, Vegetation Removal & Stump Grinding Service – Plant Operations and Maintenance

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

BID VALID UNTIL: (Refer to Term & Renewal of Contract)

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 (additional) one year periods, upon mutual agreement with awardee(s), in writing. The School Board, through the Purchasing Department shall, if considering to renew contract, request a letter of intent to renew from the awardee prior to the end of the current contract period. Any renewals shall be subject to the same terms and conditions set forth in the initial contract.

BID RESULTS WILL NOT BE TRANSMITTED BY PHONE.

ITEM NO.	DESCRIPTION	"A" WEIGHT FACTOR	"B" HOURLY RATE	"C" TOTAL POINTS
1.	<u>REGULAR HOURLY RATE:</u>			
	(Pricing shall be based on a <u>Per Crew Hour</u> . A crew shall consist of a minimum of a three (3) person crew. The bidder is responsible for providing all equipment necessary for completing the required jobs. The bid unit pricing shall apply, regardless of the equipment required or the size of the tree.) (Section 5.2)			
A.	For Tree Trimming, Pruning and/or Removal	10 X	\$ _____ Per Hour	_____
B.	Stump Grinding	10 X	\$ _____ Per Hour	_____
	TOTAL FOR ITEMS 1A & 1B			_____
2.	<u>EMERGENCY HOURLY RATE:</u> (Section 2.2 and 5.2)			
A.	For Tree Trimming, Pruning and/or Removal	10 X	\$ _____ Per Hour	_____
B.	Stump Grinding	10 X	\$ _____ Per Hour	_____
	TOTAL FOR ITEMS 2A & 2B			_____
3.	<u>EACH ADDITIONAL MAN ADDED TO THE CREW WOULD BE BILLED ON A PER MAN-HOUR BASIS.</u>			
A.	Regular Hourly Rate	10 X	\$ _____ Per Hour	_____
B.	Emergency Hourly Rate	10 X	\$ _____ Per Hour	_____
	TOTAL FOR ITEMS 3A & 3B			_____
<u>TOTAL "ALL OR NONE" POINTS FOR ALL ITEMS 1, 2 and 3:</u>				

INSTRUCTIONS:

ALL CONTRACTORS SHALL TOTAL EACH CATEGORY IN COLUMN "B" THEN MULTIPLY THE TOTAL PER CATEGORY TIMES THE WEIGHTED FACTOR IN COLUMN "A". THE TOTAL WILL BE COLUMN "C". THE TOTAL "ALL OR NONE" TOTAL EQUALS THE TOTAL OF COLUMN "C".

ALL OR NONE:

As this is an "All-or-None" type bid, bidders must submit bid prices on all items. Failure to do so will result in your bid not being considered.

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 (COLUMN B) WILL BE USED IN DETERMINING THE CORRECT BID PRICE.

TREE TRIMMING, VEGETATION REMOVAL AND STUMP GRINDING CONTRACTORS

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:

- a. Corporate responsibility with project names and references.
- b. Field responsibility with project names and references.

(may submit alternate names for a.) & 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 3 OWNER'S, GENERAL CONTRACTORS, OR CONSTRUCTION MANAGERS YOU HAVE WORKED FOR
WITHIN THE PAST 2 YEARS:

Reference 1:

Company: _____
Contact: _____ Phone: _____
Project: _____

Reference 2:

Company: _____
Contact: _____ Phone: _____
Project: _____

Reference 3:

Company: _____
Contact: _____ Phone: _____
Project: _____

LIST THREE (3) MOST SIGNIFICANT PROJECTS OF \$10,000.00 OR MORE PRESENTLY UNDER CONSTRUCTION:

Project #1:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

Project #2:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

Project #3:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

LIST FIVE (5) MOST SIGNIFICANT PROJECTS WHERE THE CONTRACT AMOUNT WAS **\$25,000.00** OR MORE AND COMPLETED IN THE LAST FIVE (5) YEARS (not including projects listed above):

Project #1:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

Project #2:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

Project #3:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

Project #4:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

Project #5:

Project Name: _____
Address: _____
A/E Firm: _____ Phone: _____
Contact: _____
Contracting Firm/Owner: _____ Phone _____
Contact: _____
Contract Amount: _____ Date Completed: _____

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 preceding 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)

Type of Firm
() Corporation
() Partnership
() Sole Proprietor

Name: _____
Title: _____
Date: _____

VENDOR LOGO
or
LETTERHEAD

Vendor Name
Vendor Address
Vendor Contact Info: Phone/Fax/E-Mail

Suggested Format For:
Contractor Proposal
(Use Attachments If Necessary)

Date: _____

Vendor / Contractor: _____

Contract #: _____

Project Name: _____

Project Description: _____

Labor Estimates	Qty	Units	Rate	Cost	Comments
		hr			
		hr			
		hr			
		hr			
		hr			
		hr			
		hr			
		hr			
		hr			
Total Labor					

Material Estimates	Qty	Units	Cost	Cost	Comments
Total Material					

% for Material Markup
per Continuing Contract

Total Project Cost

Vendor Signature

Vendor Printed Name

Facilities Services Code Enforcement Office
Planning Permitting & Inspections
1254 South Florida Ave
Rockledge, FL 32955-2440
(321)-617-7792 Ext 13073 Office
(321)-617-7795 Fax



The Board recognizes that on March 1, 2002, the 2001 Florida Building Code became effective, requires that the District establish a Code Enforcement Office, employ a Building Code Administrator (BCA) and/or subcontract for code enforcement services. Approved project plans will be reviewed for code compliance, permits issued, and the work inspected.

What is the "Code Enforcement Office"?

The District's Code Enforcement Office is responsible for the administration and enforcement of the State Requirements for Educational Facilities, the Florida Building Code, Uniform Fire Safety Standards as adopted by the State Fire Marshal, as well as standards for health, sanitation associated with construction of new structures, as well as alterations, repairs or additions to existing structures, including state and federal laws. Responsibilities include:

- Plan review,
- Permit issuance,
- Inspections for compliance,
- Issues Certificates of Occupancy.

Plan Review

Our professional plan review staff is responsible for reviewing the plans submitted on all construction projects.

The primary function of the plan review section is to safeguard the public health, safety and general welfare of staff, students and visitors through ensuring structural strength, means of egress, stability, sanitation, adequate light and ventilation, energy conservation and fire protection have been met. All construction must comply with the State Requirements for Educational Facilities and the Florida Building Code, Uniform Fire Safety Standards as adopted by the State Fire Marshal, as well as meeting the standards for health, sanitation and safety as required by law.

When applying for a permit, the following is required:

- Completion of Permit Application,
- Certificate of Liability Insurance showing current General Liability and Workers' Compensation insurances,
- Copies of all licenses and county registrations,
- Plans, showing all plumbing, electrical, mechanical, and framing details. These can be prepared by the contractor on small projects or as required by law prepared by an Architects or Engineers.
- Site Plan showing the entire site or lot and the entire structure,
- The plans must be prepared in sufficient detail for the plans examiners to determine if all code requirements are met.

Permit applications can be found on our web site at <http://permitting.brevard.k12.fl.us/> or call 321-617-7792 ext 13073.

Building Inspection

Our professional inspection staff is responsible for conducting inspections on all permitted construction project and the primary function of the inspectors is to safeguard the public health, safety and general welfare.

This is accomplished by verification that the construction was completed as specified in the submitted plans and is in substantial compliance with the Florida Building Code and the Florida Fire Prevention Code.

For more information call:

Judy Griffin, 321-617-7792 extension 13073

Gary Geiser, BCA Building Official, 321-617-7792 extension 13077