



St. Lucie Public Schools

Purchasing Department

501 NW University Blvd

Port St Lucie, FL 34986

Voice – (772) 429-3980 Fax – (772)429-3999

Invitation to Bid (ITB)

REQUIRED RESPONSE FORM

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 46 Pages

Bids will be opened April 24, 2018, 3:00 pm and may not be withdrawn within 90 days after such date and time.

BID NO.

18-12

MAILING DATE:
April 2, 2017

BID TITLE:

Tree Trimming, Vegetation Removal and Stump Grinding Service

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE: TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

INTERNET EMAIL ADDRESS:

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where Bids were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c) and School District Policies

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the bidders and that the bidders is in compliance with all requirements of the Request for Bid, including but not limited to, certification requirements. In submitting a Bid, the bidders offers and agrees that if the Bid is accepted, the bidders will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire 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 District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the bidders.

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.

AUTHORIZED SIGNATURE

TYPED NAME OF PERSON SIGNING

Public Domain

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Bid Certification

I hereby certify that I am submitting the following information as my company's Bid and understand that by virtue of executing and returning with this Bid this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents inclusive of this Invitation to Bid, and all appendices and the contents of any Addendum released hereto. INVITATION TO BID

This BID, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this Bid and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this BID to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids become public record and are available for public review in accordance with Section 119.071, Florida Statutes. All Bids shall be submitted in sealed envelopes, mailed or delivered to the School District of St. Lucie County, Purchasing Department, 501 NW University Blvd, Port St Lucie, FL 34986. Outside of envelope shall plainly identify Bid by: BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their Bid reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of Bids for acceptance of its Bid by the Board.

AWARDS: In the best interest of the District, the School Board reserves the right to reject any and all Bids and to waive any irregularity or minor technicalities in Bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the Bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: This executed BID page and Bid Summary page(s) must be returned with the BID in order for the Bid to be considered for award. All Bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this BID shall be reason for termination of contract.

1. **EXECUTION OF BID:** BID must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign Bid shall invalidate same, and it shall not be considered for award. All Bids must be completed in ink or typewritten. Corrections must be initialed by the person signing the Bid. Any corrections not initialed will not be tabulated. The original Bid conditions and specifications cannot be changed or altered in any way. Altered Bids may not be considered. Clarification of Bids submitted shall be in letter form, signed by the bidders and attached to the Bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015082026C-5 and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
 - D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this Bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this Bid if it is in its best interest to do so.
 - E. **CONDITIONS AND 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 the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - F. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
4. **DELIVERY:** Unless actual date of delivery is specified, 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 (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the Bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of Bid submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. 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 the samples must be indicated on his or her Bid. 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. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the Bid.

12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.

13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this Bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.

16. **ADVERTISING:** In submitting a Bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.

17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their Bid the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

18. **DISPUTES:** In case of any doubt or difference of opinion as to

the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

19. **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.

20. **SIGNED BID CONSIDERED AN OFFER:** This signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.

21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of Bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their Bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will not be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will not be returned to the successful bidder.

24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.

26. **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.

27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Buy American, Energy Policy and Conservation, Federal Hazardous Substances Labeling Act, Byrd Anti-lobbying, Federal Flammable Fabrics Act, Clean Air & Water Pollution Acts, Copeland AntiKickback, Davis Bacon Act and any applicable environmental regulations. USDA purchase requirements also include 2 CFR 200.318(d), 7 CFR 3016.36(b)(4) and 2 CFR 200.321.

28. The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

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1. INTRODUCTION

1.1. **PURPOSE**

The School District of Saint Lucie County is seeking qualified firms to perform tree services, such as/but not limited to: tree trimming; pruning; tree removal; stump removal/grinding.

All bidders shall disclose with their bid the name of any Officer, Director, or Agent who is an employee of St. Lucie Public Schools County, Florida.

1.2. **Minimum Qualifications**

A. By submitting a bid, each bidder certifies that they possess a current business tax receipt (occupational license).

B. The Contractor must complete the enclosed questionnaire (Attachment I), 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. List a minimum of three (3) references which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past two (2) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

C. The successful Contractor shall have been in the business for minimum of two (2) years, providing services similar to those listed in the scope of work for this ITB.

2. INSTRUCTIONS TO BIDDERS

2.1. **Authorized SLPS Representative/Public Notices/SLPS Discretion**

Bidder's response to this ITB and any inquires by Bidder during this ITB process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "ITB Schedule" for the submittal of written inquires prior the bid opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to DemandStar at www.demandstar.com and on the SLPS Purchasing website.

Kim Albritton
St. Lucie Public Schools
Purchasing Department
501 NW University Blvd
Port St Lucie, FL 34986
Ph: 772-429-3980/Fax: 772-429-3999

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the Board shall be final.**

2.2. Proposed ITB Schedule

Listed below are the dates and time by which stated actions must be taken or completed. SLPS may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Date/Time	Action
April 2, 2018	ITB release date
April 11, 2018, 3:00 p.m.	Cut-off for request for clarifications and technical questions
April 24, 2018, 3:00 p.m.	Bids Due

2.3. Bidder Inquires

- A. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this ITB. The Bidder shall examine this ITB to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this ITB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder may request, in writing, that SLPS clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder. Requests for clarification and technical questions to this ITB must be received by SLPS not later than the date shown in Section 2.2, entitled "Proposed ITB Schedule", for the submittal of written inquires. The Bidders' failure to request clarification and submit questions by the date described above shall be considered to constitute the Bidders' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this ITB, if any, which shall be sent to all Bidders as specified in Section 2.1.
- B. Any inquiries from the Bidder concerning this ITB shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) or fax (772-429-3999) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Bidder who is submitting the inquiry.
- C. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

2.4. Pre-Bid Conference

None.

2.5. Bid Due Date

Bids must be received by SLPS's authorized representative in SLPS's Purchasing Department located at 501 NW University Blvd, Port St Lucie, FL 34986, no later than the date and time shown in Section 2.2, according to the time stamp located in SLPS's Purchasing Department. Bids or amendments to bids that arrive after the date and time shown in Section 2.2 will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail Bids shall not be accepted at any time. **At the date and time shown in Section 2.2, all timely bids will be opened.** All Bids shall be submitted

in sealed envelopes, mailed or delivered to the School District of St. Lucie County, Purchasing Department, 501 NW University Blvd, Port St Lucie, FL 34986. **OUTSIDE OF ENVELOPE SHALL PLAINLY IDENTIFY BID BY: BID NUMBER, TITLE AND TIME AND DATE OF BID OPENING.** It is the sole responsibility of the bidder to ensure their Bid reaches the Purchasing Department on or before the closing date and hour as shown above.

If the Bidder elects to mail in its Bid package, the Bidder must allow sufficient time to ensure SLPS's proper receipt of the Bid package by the time specified above. Regardless of the delivery method, it is the responsibility of the Bidder to ensure that the Bid package arrives at SLPS's Purchasing Department by the Bid opening date and time specified above. It is highly recommended to use delivery confirmation when mailing packages.

Bids will be accepted up to, and no Bids may be withdrawn after, the deadline for Bid submission time and date shown above.

The Bidder must submit one (1) original. Only one submittal needs to contain original signatures of the Bidder's authorized representatives on the document titled Required Response Form. **The submittal containing original signature must be clearly marked "Original".**

2.6. Bid Opening Date

Bids will be opened in the Annex conference room 501 NW University Blvd, Port St Lucie, FL 34986, on the date and at the time shown in Section 2.2, "Proposed ITB Schedule". **Bids will be opened for the sole purpose of recording the names only of the bidders submitting written bids.**

2.7. Required Submittal Forms

Any document listed below that is not submitted with proposal will be cause for non-acceptance of the respective proposal and the proposal will be considered nonresponsive, subject to the Board's right to waive any minor irregularities in any proposal and seek clarification of information submitted.

- a. Required Response Form - signed
- b. Pricing Schedule – Attachment H (No other form to be used) completed and signed.

Exceptions to any of St. Lucie County's terms and conditions may be cause for non-acceptance of your bid.

2.8. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties in the St. Lucie Public Schools Purchasing Department and with Demandstar at www.demandstar.com

If the Bidder desires to protest the recommended selection(s), if any, the Bidder must file with the Purchasing Department:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other

security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

(Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

2.9. Bid Validity Period

Any submitted bids, shall in its entirety, remain a valid bid for ninety (90) days after the bid submission date. Any bid on which the Bidder shortens the time for acceptance may be rejected.

2.10. Disposition of Bids

All Bids become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any Bids received in response to this ITB. Any parts of the Bid or any other material(s) submitted to SLPS with the Bid that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. SLPS’s selection or rejection of a Bid will not affect this exemption.

2.11. Economy of Presentation

SLPS is not liable for any costs incurred by a Bidder in responding to this ITB.

2.12. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this ITB shall be considered as duly authorized expression on behalf of SLPS.

2.13. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a Bid in response to this ITB, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITB, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Bidder shall contact the Florida Secretary of State’s Office at (850) 245-6500.

2.14. Procurement Rules

The Bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for SLPS’s rejection of the proposal.

2.15. Force Majeure

Under the resulting contract, if any, neither Purchaser nor Contractor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely

to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

2.16. Compliance with Laws

The successful Bidder shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of the Work, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety.

2.17. Assignment and Amendment of Contract

Neither the contract resulting from this ITB, if any, nor any duties or obligations under such contract shall be assignable by the Bidder without the prior written consent of SLPS. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and SLPS with the same degree of formality evidenced in the contract resulting from this ITB.

2.18. Governing Law and Jurisdiction

Any contract resulting from this ITB shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

2.19. Severability

In the event any provision, or any part or portion of any provision of a resulting contract from this ITB shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

2.20. Non-Waiver of Rights

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

2.21. Release, Indemnification, and Hold Harmless Agreement

The successful Bidder(s) shall, in addition to any other obligation to indemnify St. Lucie Public Schools and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by St. Lucie Public Schools to enforce this agreement shall be borne by the contractor/bidder.

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 School Board of St. Lucie County'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.

2.22. Ethical Business Practices

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or Bid therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

The Board reserves the right to deny award or immediately suspend any contract resulting from this request for Bid pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

2.23. Davis-Bacon Act (34 CFR 80.36(i)(4))

When applicable, 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).

3. **AWARD**

In order to meet the needs of various departments/schools and in the best interest of the School District, multiple awards shall be made to responsive, responsible bidders to create a pool of qualified vendors. Award will be made up to five (5) vendors based on the total bid price.

When services are needed for any project the pool of awarded vendors will be invited to provide a quote for that particular project. Vendors will be notified and given a date and time for site inspection (this may be an email notification). Failure to attend the site inspection, will forfeit your firm the opportunity to quote on that specific project. Each quote must be itemized based on the prices submitted in awarded vendor's bid document and submitted on the quote form provided (see Attachment H; subject to change). **The District will not accept a quote based on a "not to exceed" dollar amount. However, it is understood that individual jobs may warrant an additional educational discount; therefore a vendor may always submit an itemized quote that is based on a lower price.** Each quote must be precise, accurate and firm. Change orders will not be accepted.

The District reserves the right to assign projects considered emergencies as defined by the District's Purchasing Manual to an awarded vendor in a manner that benefits the District in relation to cost and schedule. Assigned vendor shall respond within 24 hours and follow-up with a quote. Awarded vendors who are unavailable for a particular project shall be required to provide written notification that they will be unable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount.

Emergencies are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation which would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the District. In the event of an emergency, the requirement for requesting proposals must be waived.

In order to be kept active in the Awarded Pool of Vendors, vendors should respond to "Request for Quotes" (RFQ) or assigned projects. Failure to respond to five (5) different requests (RFQ or assigned project) may result in vendor being removed from the Awarded Pool of Vendors. A vendor may do one of the following, in order to respond properly to the request:

1. Submit a quote prior to the quote receipt deadline
2. Submission of a "No Bid" notice prior to the quote receipt date
3. Written notification of unavailability (Emergency or assigned project)

SCHOOL BOARD reserves the right to:

- a. Reject any and all bids received by it.
- b. Waive minor informalities in any bid.
- c. Award item by item
- d. Award by group
- e. Accept any bid or part thereof, which in its judgment, will be for the best interest of the School Board of St. Lucie County, Florida.

The School Board reserves the right to make multiple awards in the best interest of the School Board. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a project cannot fulfill their commitment.

4. **CONTRACT PERIOD**

The initial contract period will be a one (1) year term with the option to renew the contract for two (2) additional one-year periods. The contract may be renewed, by mutual written agreement

5. DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. Including: (Responsive)
 - 1. Total Cost.
 - 2. Delivery.
 - 3. All technical specifications associated with this bid.

- B. The greatest benefits to the School District as it pertains to: (Responsible)
 - 1. Past Performance. In order to evaluate past performance, all bidders are required to submit:
 - a. A list of references with the bid and;
 - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
 - 2. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, bidder whose bid represents the best overall value to the School District when considering all evaluation factors.

6. PAYMENT TERMS/INVOICING

The payment terms are Net 45 Days from receipt and acceptance of goods or services and invoice from Bidder. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is specified in s. [218.73](#). **No payments are authorized in advance of receipt of service, nor for services not covered under this agreement or for services not acceptable to the School District of St. Lucie County.**

Payments for completed work projects will be authorized upon written certification of completion by the Contractor, submitted to the School Board's Maintenance Department along with invoice. The School Board's Maintenance Department will inspect work completed to determine compliance with the School District of St. Lucie County standards and specifications. Payment will not be authorized until the Contractor has performed the following:

- 1. Corrected any and all work in accordance with the School District of St. Lucie County specifications.

The Contractor's Invoice shall be itemized to show pricing of hours worked, hourly rate, and parts (items, components, supplies, materials, etc.), labor costs, and freight, to provide a complete accounting of items provided and service performed. (Documentation for material costs shall be supplied by vendor prior to release of payment for projects in which the cost of materials exceeds \$2,000.00.) Materials cost excludes sales tax, excise tax and/or freight.

TERMS AND CONDITIONS

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

The successful Bidder(s) shall, in addition to any other obligation to indemnify St. Lucie Public Schools and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by St. Lucie Public Schools to enforce this agreement shall be borne by the contractor/bidder.

8. ACCESS AND AUDITS

The successful Bidder shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the successful Bidder's responsibility to ensure that all required records are provided to the School District at the successful Bidder's expense.

9. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the Contractor agree that this ITB sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.

10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.
- B. Disqualify a bidder from receiving the award if such Bidder, or anyone in the Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.

- E. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may to amend the contract with mutual agreement.

11. CANCELLATION OF AWARD/TERMINATION

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
 - a. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
 - b. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
 - c. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
 - d. The vendor violates any federal, state or local laws.
 - e. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders/Proposers list for a period of three years.

12. DEFAULT

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

13. MINOR BID EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

14. NON - EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be

exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

15. LEGAL REQUIREMENTS

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

Bidders doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices; rates of pay or other compensation methods; and training selection.

16. CONFLICT OF INTEREST

All Bidders must disclose the name of any officer, director, or agent who is also an employee of the District. All Bidders must disclose the name of any District employee who owns, directly or indirectly, any interest in the Bidders' business or any of its branches.

17. PUBLIC RECORDS LAW

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (772) 429-5546, 501 NW UNIVERSITY BLVD, PORT ST LUCIE, FL 34986.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Contractor or keep and maintain public records required by the School Board to perform the service. If Contractor transfers all public records to the School Board upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ST LUCIE PUBLIC SCHOOLS, 772-429-5546, 501 NW UNIVERSITY BLVD, PORT ST LUCIE, FL 34986.

18. PERMITS AND LICENSES

The Bidder(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

19. INTELLECTUAL PROPERTY RIGHTS

The Bidder(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the Bidder(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the Bid prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

20. SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor(s) and the District.

The Bidder(s) will be fully responsible to the District for the acts and omissions of the Sub-Bidder(s) and their employees.

After award of contract, any changes in subcontractors shall require prior School District written approval.

21. INDULGENCE

Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this proposal.

22. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Bidder(s) certifies by submission of this ITB, that neither 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.

23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without prior written consent of the School District.

The Bidder herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

24. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

25. JESSICA LUNSFORD

As a condition of the award, the successful Contractor shall, at its expense, ensure that all of the 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 procedure is available by calling the School Board of St. Lucie County's District Office at (772) 429-7504, (772) 429-7502, or (772) 429-7516.

26. DISCLAIMER

This Invitation to Bid (ITB) is not an offer of purchase. It is a request for product/service information and costs to assist the School District to make an acquisition decision and enter into a contract with the successful Bidder for the commodities/services outlined in the Scope of Work and the Bid documents. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

27. COLLUSION

The School Board of St. Lucie 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.**

28. DELIVERY

Bidder shall bid net costs of all goods and services requested and all bids shall include all transportation to

destination and inside delivery.

29. QUANTITY

Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the St. Lucie Public Schools. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

30. TIME IS OF THE ESSENCE

The Contractor acknowledges that time is of the essence to complete the work as specified within this bid. 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 and bid.

If the Contractor neglects, fails, or refuses to complete the work within the time specified and bid, 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 **\$75.00** 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.

31. NON-APPROPRIATIONS CLAUSE

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board, and, with thirty days prior written notification to the Contracting Party, the School Board may elect to not renew the Agreement for the upcoming fiscal year. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

32. USE OF OTHER CONTRACTS

The District reserves the right to utilize other School District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single item or to purchase any item on this bid if it is best interest to do so.

33. PIGGY-BACK, COOPERATIVE PRICING

In accordance with State Board of Education Rule 6A-1.012 please be so notified that the any and all other Florida school districts, governmental agencies, municipalities and St. Lucie County entities are hereby authorized to procure from this bid, at their own discretion. Further, it is understood that each school district/board or agency will issue its own purchase order to the awarded bidder(s).

The quantities listed herein are only anticipated estimated usages from the St. Lucie Public Schools and do not reflect usage factors from other governmental agencies or Florida state school districts. Please govern yourselves accordingly. The St. Lucie Public Schools Purchasing Department is at all times custodian of this bid.

By signing and submitting a bid to this ITB, your firm acknowledges that it is in full agreement.

34. ADDITIONAL SERVICES

Additional services shall include services that are not requested in this Invitation to Bid, but are within the scope of services available from the awardee(s). The School District reserves the right to compete pricing with the successful bidder(s) for additional services or items and to add or not add these services to the awarded items. Additional services are not a factor for award.

35. SPECIAL TERMS AND CONDITIONS

The Contractor shall bill the School Board based on the rates bid for all items on the bid price sheet. The rate bid shall include full compensation for labor, materials, equipment use, travel time, fuel and any other cost (including overhead) to the contractor. The School Board shall only pay fair market prices for labor.

The Contractor shall supervise and direct the work, using best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

The Contractor shall be responsible to the Owner for the acts and omissions of employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

Contractor shall provide and pay for all labor, equipment, tools, construction equipment and machinery, transportation, fuel 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.

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 Project, as well as, all his tools, construction equipment and machinery.

The Contractor shall be responsible of 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.

Bidders are to warrant all labor for a minimum of one year.

Upon notification each bidder must visit the job site with a representative from the Maintenance or Facility Department. At this time, each contractor will 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. Also, all materials that will be required must be listed with the actual prices paid plus a percentage markup not to exceed 15%. The majority of this work shall be accomplished during the day. Although some work may be required by the School Board at no additional cost, at night, on weekends, and after normal school hours at the same price as bid.

36. CONTRACTOR QUALIFICATIONS

The successful bidder(s) will provide service with company employees, company owned and insured vehicles and company owned equipment. Subcontractor must be approved by St. Lucie County Public Schools.

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.).

37. CONTRACTOR'S RESPONSIBILITIES

The contractor's proposals/quotes and invoices must be itemized showing according to the pricing provided in Attachment H to provide a complete accounting of services performed. (Certified Payroll may be requested).

If hourly rates are use, labor provided by the Contractor shall be billed to the School Board based on hourly rate bid. The hourly rate bid shall include full compensation for labor, equipment use, travel time and any other cost (including overhead) to the contractor. The rate is straight time for all labor except as otherwise noted herein. The School Board shall only pay fair market prices for labor.

Upon notification and provision of a detailed scope of work from the School Board's authorized representative(s), including a site visit, walk through, or pre-bid meeting, the Contractor(s) shall prepare an independent written estimate of the labor and materials required to complete the work. The estimate shall provide specific information including the following: hourly labor rates for each position required, number of hours required per position, list of materials required to complete the work including description, cost, manufacturer, manufacturer's part number, and sales tax on materials. The estimate shall also include a project schedule to include start and completion dates.

The Contractor must return an estimate to the School Board's Maintenance Department within five (5) business days, or as otherwise directed.

Lump sum estimates shall not be accepted.

This estimate shall also include when the project will be started and completed. The School Board shall attempt to provide complete, accurate and pertinent information concerning the project scope. The Contractor shall not be relieved from assuming full responsibility for properly estimating the difficulties and costs of performing the services required. This includes the failure to investigate or be aware of all the information concerning the services to be performed.

The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented.

The estimate shall include a Project Team Plan detailing which personnel and sub-contractors the Contractor is proposing to use on the project. After award of contract, no substitutions will be allowed without written approval by the School Board.

Repair materials shall be furnished by the contractor as requested by the School Board. 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 6.5% state sales tax. Materials provided by the Contractor shall be billed to the School Board on the actual prices paid by the Contractor for materials plus the percentage markup bid, not to exceed 15%. Copies of invoices received by the Contractor's for materials shall be submitted with each contractor's completion form. The School Board shall only pay fair market prices for materials.

Special Category of Materials - Section 212.08(6), Florida Statute exempts political subdivisions of the State, including school districts, from the State sales tax levied on retail sales of tangible personal property.

In accordance with the Florida Statute, the Contractor and Subcontractors shall include the sales tax in calculating their bids. The clause allows the District, after a contract is award, to designate materials and

equipment which will be purchased directly by the District in a tax exempt purchase and delivered to the job site for incorporation into the project.

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 two thousand dollars (\$2,000.00)

It is further agreed that the School District take advantage of any cash discounts offered by the supplier for prompt payment.

Upon request by the Facilities/Maintenance Department, 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.

The Owner shall prepare and issue purchase orders for each material supplier and a purchase order for the remaining balance to the Contractor

The estimate provided by the Contractor shall be firm; no increases will be permitted unless unforeseen circumstances arise. Since this bid may be awarded to several contractors, the work will be awarded to the Contractor who provides the lowest estimate meeting all requirements.

The Contractor may, at the request of the School Board, be required to provide a performance bond on larger projects. This bond will require 100% of the total project cost. The bond requirement will be included in the scope of work provided to the Contractor. The Contractor's estimate shall include as a separate line item for all acquisition costs associated with the bond. The School Board will pay for reasonable costs incurred by the Contractor for obtaining a performance bond. The bond form shall be the AIA form 312.

The Contractor acknowledges that work will be performed only after receipt of an authorized purchase order and if applicable executed construction agreement and permit.

The Contractor shall provide services using only pre-approved Personnel. All personnel who appear at the jobsite must be pre-approved by the District's Project Manager.

The Contractor shall post work activity, on a daily basis, if applicable, in the Annual Facility Maintenance Permit Log, located at each District location. Copies of appropriate licensing and Contractor's or Sub-Contractor's Worker's Compensation Policies for any District approved Contractor personnel on District property at any time must be on file with the Permit Log. Worker's Compensation Policies shall indicate the appropriate personnel covered.

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).

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.

Emergency Work Requests may be needed from time to time. The Contractor shall within two (2) hours' notice meet St. Lucie Public Schools County personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.

The Contractor's time shall start on the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the School Board.

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 or vehicles, or when deemed necessary by the School Board's Representative.

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 will not be allowed on the jobsite. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by reason of its operations on the property.

The Contractor shall be responsible for the prompt removal of all debris from the work area that is a result of this service. **DO NOT USE THE SCHOOL'S TRASH RECEPTACLES.**

The Contractor shall be responsible for locating all underground lines (telephone, communication, water, sewer, etc.). If these lines are broken or cut it will be the responsibility of the Contractor to repair or replace the broken line.

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor's equipment is located on any school district site.

Contractor shall not inhibit access to school centers during pursuit of work specified herein. Contractor must provide temporary bathroom facilities.

Contractor shall leave work site in a neat and orderly fashion at the end of each work day.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. Rubbish shall NOT be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Contractor shall provide due care at all times while performing any task at any district controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

The contractor shall at all times enforce strict discipline among their employees and shall not employ any individuals who are not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.

The contractor shall take field measurements and verify field conditions and shall carefully compare such

field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the owner at once.

The contractor shall have an English-speaking, licensed (State of Florida or St. Lucie County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times. Smoking, use of tobacco products and consumption of alcohol and illegal drugs while on campus will not be tolerated.

Possession of firearms will not be tolerated on school district property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on school district property. Furthermore, no person may possess or bring a firearm on school district property.

Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor must obtain prior written approval on all costs before the additional work is started.

The contractor shall provide a construction work schedule and submit it to the School District designated contract person. The schedule shall include estimated commencement and completion dates.

The successful Contractor shall maintain all certificates, licenses, bonds (as applicable and/or required) and insurance for the entire duration of the contract. In the event of any lapse in coverage and/or protection afforded, the Contractor shall notify the School District within no later than 15 days prior to the lapse to be incurred.

For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or inadequate, at the job site, the Contractor shall provide, at his own expense, all necessary temporary utilities required for the work specified.

During a project that is being performed by the Contractor, the Contractor is responsible for Maintenance, fire safety and damage to equipment and other District property within areas under control by the Contractor.

During a project the Contractor will be allowed to store equipment and park locked vehicles on District property.

The Contractor shall at all times guard from damage or loss to the property of the School Board of St. Lucie County or other vendors or contractors and shall repair or replace any loss or damage unless such be caused by the School Board of St. Lucie County or other vendors or contractors. The School Board of St. Lucie County may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to its property through the Contractor or his/her agent.

The School Board of St. Lucie County reserves the right to monitor/inspect, request work modifications, cease work or to have personnel removed from School Board property throughout the duration of the contract. The School Board of St. Lucie County will not pay for items considered 'tools of the trade. These determinations will be made by the Project Managers or the designated assignee.

The use of School Board equipment and tools shall not be permitted.

Normal work hours shall be 7:00 AM to 6:00 PM, Monday through Friday. However the Contractor shall be available for emergency service twenty-four (24) hours a day, seven (7) days a week.

The Project Managers, or the assigned designee shall furnish authorization specifying the work to be performed. No work shall be performed by the Contractor until such written authorization has been received by the Contractor.

If any portion of the work should be covered contrary to the request of the owner or to requirements specifically expressed in the bid, it shall, if required in writing, be uncovered for observation and shall be replaced at the contractor's expense.

If any other portions of the work have been covered which the owner has not specifically requested to observe prior to being covered, the owner may request to see such work and it shall be uncovered by the contractor. If such work is found in accordance with the contract documents, the cost of uncovering and replacement shall, through purchase order change, be charged to the owner. If such work is found not in accordance with the contract documents, the contractor shall pay such cost unless it be found the this condition was caused by the owner or a separate contractor, in which the event the owner shall be responsible for payment of cost.

Services to be provided under the subject contract will be initiated and completed as directed by the School Board of St. Lucie County Project Managers or the designated assignee for the project assigned under the Contract. All prices established by the 'Primary' Contractor(s) or 'Alternates' fulfilling the 'Primary' function, shall be firm for the term of the contract. By signing the proposals the awardee(s) agree to this condition.

The contractor shall promptly correct all work that fails to pass inspection or is rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to a high standard. In the event that a contractor fails to complete and/or pass inspection, the vendor will be advised of such. Habitual reprimands and failing to complete the work in a timely manner or as specified will result in that vendor forfeiting their award and elevating another vendor to fill the vacancy created.

38. TIE BIDS

In the event two or more bids are received which are equal with respect to price with no evidence of collusive bidding, preference may be given in the award in the following order:

- i. Has a drug-free workplace program in conformance with FSS Chapter 287.
- ii. School Board Policy 7.70(3)(h)
- iii. If all items equal, a coin toss will decide award.

39. WARRANTY OF SERVICES

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 48 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 48 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the School Board.

40. COMPLETION

The contractor's proposals/quotes and invoices must be itemized showing total hours worked and hourly rates to provide a complete accounting of services performed.

- a. Actual hours used to perform the work (by category of personnel).
- b. Date and time the work was initiated and completed;
- c. Contractor's certification that the work has been completed;
- d. A detailed breakdown of the materials used to complete the work.

41. QUALIFICATIONS OF EMPLOYEES

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.

The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.

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.

The School Board of St. Lucie County requires that no smoking be permitted on any of its projects on any District property.

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.

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 outside the building. Office areas in all buildings are off-limits unless work is required within the building.

St. Lucie Public Schools 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.

The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using the telephone or office equipment provided for official use.

The Owner shall determine how the Contractor will receive access to the facility.

If the Contractor loses building access key(s), the Contractor shall pay St. Lucie Public Schools County the cost to replace hardware as necessary to secure the building(s) to its/their original level of security.

The Contractor shall strictly prohibit interaction between their employees and the student population.

The Contractor employees may not solicit, distribute or sell products while on School Board property.

The Contractor shall adhere to all District security standards.

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 conducive to an educational facility.

SCOPE OF WORK

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.

TRIMMING

The natural symmetry and beauty of the trees and vegetation, which are trimmed, shall be considered. No stubs will be allowed. Avoid stubbing limbs to prevent stimulating development of sucker clusters or limb stubs. Tearing of bark shall be avoided and deemed unacceptable. Cuts shall be made according to current standards as endorsed by the International Society of Arboriculture. 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 personnel.

CLEAN UP

All loose, broken, or cut branches shall be cleaned out from the tree before leaving the job. In no case shall brush or wood be allowed to remain on the School Board of St Lucie County's property or premises overnight. Debris cleanup shall be completed daily. Work areas shall be left in a neat and safe condition.

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.

GENERAL

The majority of this work shall be accomplished during the normal workday following the prescribed safety guidelines. 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.

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 St Lucie County. These services shall include small to large tree trimming, vegetation removal and stump grinding projects.

ATTACHMENT A - DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bid.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract. Interchangeable with the term Vendor, Proposer and Bidder.
4. **EMERGENCY**- When a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops or when unforeseen circumstances arises causing loss or reduction of essential services or items that pose a threat to public health and safety.
5. **PRE-BID or PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal due date, which disseminates to all Bidders or Bidders in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the School District.
6. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
7. **INVITATION TO BID (ITB)** means an offer by a vendor to sell a product or service for a specific price that is based on the specifications or scope of the purchaser.
8. **RESPONSIBLE BIDDER, OFFERER, QUOTER, CONTRACTOR OR RESPONDENT** means an (1) individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance; and (2) Individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with requirements contained within the solicitation
9. **SCHOOL DISTRICT** means the St. Lucie County School District, the School Board of St. Lucie County, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term Contractor, Proposer and Bidder.

ATTACHMENT B - DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/RFP certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - 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 that 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, a business shall:

- 1) Publish a statement notifying employees 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.
- 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 conviction 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 workplace 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.

COMPANY NAME

Date _____
VENDOR'S SIGNATURE

ATTACHMENT C - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Effective immediately, any vendor or contractor conducting business with a Florida School District must submit to a Level 2 fingerprint screening. This includes any vendor or contractor that may:

- Be at school when students are present;
- Have direct contact with students; or
- Have access to or control of school funds

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. If you have any questions please contact the Human Resources Department at 772-429.7500 or Fingerprints@stlucieschools.org. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is \$76.50 and must be paid prior to being printed. To schedule a fingerprinting appointment:

1. Visit www.fieldprintflorida.com
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. Select "I know my Fieldprint Code" and one of the following codes:

FPStLucieBadge (badge only)
FPStLucieVendorBPrints (prints and badge)

5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or customerservice@fieldprint.com.

ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of \$10.00.

You must submit a copy of a photo ID to Human Resources at 501 NW University Blvd, Port St Lucie, FL 34986 Attn: Lynn Louderback or email to fingerprinting@stlucieschools.org prior to receiving the Contractor ID badge.

In addition, please provide written verification to the St Lucie County School District that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to St. Lucie County School District, 501 NW University Blvd, Port St Lucie, FL 34986. Attn. Lynn Louderback, Fingerprint Specialist, Human Resources.

As you add new employees, please contact the Human Resources office to make appointments for fingerprinting.

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. Vendor is responsible for all costs incurred to comply with this requirement.

Vendor/Company Name

Printed - Authorized Representative's Name

Signature of Authorized Representative

ATTACHMENT D - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The School District of St. Lucie County, its officers, board members, employees and agents shall be named as additional insured on general liability and automobile liability insurance policies. 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. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE AND MUST INCLUDE COVERAGE FOR COMPLETED OPERATIONS (SHOULD BE ISO CG20101185 OR CG20371001 & CG20100704) UNDER THE GENERAL LIABILITY POLICY. PRODUCTS & COMPLETED OPERATIONS COVERAGE TO BE PROVIDED FOR A MINIMUM OF 10 YEARS FROM THE DATE OF POSSESSION BY OWNER OR COMPLETION OF CONTRACT. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. COVERAGE FOR THE HAZARDS OF EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE (XCU) MUST ALSO BE INCLUDED. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. CONTRACTUAL LIABILITY IS TO BE INCLUDED. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE. THERE SHALL NOT BE A "DAMAGE TO YOUR WORK" EXCLUSION IN THE POLICY. POLICY IS TO INCLUDE COVERAGE FOR POLLUTION RELEASE AT PROJECT LOCATION IN WHICH THE INSURED IS PERFORMING NON-ENVIRONMENTAL OPERATIONS. A "LIMITED POLLUTION LIABILITY EXTENSION ENDORSEMENT" MAY BE ATTACHED. THERE SHALL BE NO EXCLUSION FOR MOLD, SILICA OR RESPIRABLE DUST OR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF HEAT, SMOKE, FUMES OR ASH FROM A HOSTILE FIRE.

2. Pollution Liability

IF THE CONTRACTING PARTY ENGAGES IN A BUSINESS THAT WORKS WITH OR USES A MATERIAL, PRODUCES A PRODUCT OR WASTE CONSIDERED TO BE A "HAZARDOUS MATERIAL OR WASTE" UNDER AND LOCAL, STATE OR FEDERAL LAW REGULATION, POLLUTION / ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE WITH LIMITS OF LIABILITY NOT LESS THAN \$1,000,000 PER OCCURRENCE IS REQUIRED. THE POLICY MUST COVER THE CONTRACTOR'S COMPLETED OPERATIONS. THIS INSURANCE MUST INCLUDE SUDDEN AND GRADUAL COVERAGE FOR THIRD-PARTY LIABILITY INCLUDING DEFENSE COSTS AND COMPLETED OPERATIONS. THE

COVERAGE MUST BE MAINTAINED DURING THE TERM OF THE CONTRACT AND AT LEAST THREE YEARS FOLLOWING ITS COMPLETION / TERMINATION. THE SCHOOL DISTRICT IS TO BE NAMED AS ADDITIONAL INSURED. POLICY IS TO INCLUDE A WAIVER OF SUBROGATION.

3. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

4. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

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.

If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided, vendor must indicate the reason, by signature, from the following:

- 1) Vendor is an Independent Contractor.

Signature _____

- 2) Vendor is an employer in the non-construction industry, who employs less than four part-time or full-time employees.

Signature _____

5. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including

economic losses), and costs arising out of any actual or alleged;

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

C. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School District'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.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Coordinator of the School District of St. Lucie County, Florida at (772) 429-5520.

Vendor/Company Name – Print

Authorized Signature

Date

ATTACHMENT E - CLIENT REFERENCES

Please submit a list of three (3) references that the Contractor has conducted business with and provided similar services within the past five years so that we may contact them, if needed.

Client Name _____

Address _____

City _____ **State** ____ **Zip Code** _____

Telephone _____ **Fax** _____

Client Contact Person _____

E-Mail: _____

Client Name _____

Address _____

City _____ **State** ____ **Zip Code** _____

Telephone _____ **Fax** _____

Client Contact Person _____

E-Mail: _____

Client Name _____

Address _____

City _____ **State** ____ **Zip Code** _____

Telephone _____ **Fax** _____

Client Contact Person _____

E-Mail: _____

ATTACHMENT F - GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

Vendor Name:

Address

Phone

E-PO Designated Email Address:

Contact Person

ATTACHMENT G - STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the ITB Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department, 501 NW University Blvd, Port St Lucie, FL 34986.** (Please print or type)

BID/ITB # _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TELEPHONE: _____ EMAIL ADDRESS _____

We, the undersigned, have declined to respond because of the following reasons:

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

SIGNATURE: _____ Date _____

ATTACHMENT H - PRICING SCHEDULE

Pricing shall be based on a Per Crew Hour. 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.

ITEM "A"	DESCRIPTION	TOTAL ESTIMATED HOURS USED ANNUALLY	X HOURLY RATE	= TOTAL ANNUAL LABOR COST
1.	Tree Trimming, Pruning and/or Removal	30 hours	x \$ _____	= \$ _____
2.	Stump Grinding	5 Hours	x \$ _____	= \$ _____
"D"	Renewal Rate Increase (percentage) - Renewal Year 1			_____ %
"E"	Renewal Rate Increase (percentage) - Renewal Year 2			_____ %

Name of Company _____
 Print Name _____
 Signature _____
 Date _____
 Proposal Valid Until _____

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.

ATTACHMENT I - CONTRACTOR QUESTIONNAIRE

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: _____

State License Number: _____

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 _____

PROJECT PERSONNEL:

Submit names, project experience and business references of personnel who will be directly responsible for project delivery Corporate responsibility with project names and references.
Field responsibility with project names and references.

(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 THREE (3) MOST SIGNIFICANT PROJECTS COMPLETED IN THE LAST TWO (2) YEARS:

Project #1:

Project Name: _____
Address: _____
A/E Agency: _____ Phone: _____
Contact: _____
Contracting Agency: _____ Phone: _____
Contact: _____ Email: _____
Contract Amount: _____ Date Completed: _____

Project #2:

Project Name: _____
Address: _____
A/E Agency: _____ Phone: _____
Contact: _____
Contracting Agency: _____ Phone: _____
Contact: _____ Email: _____
Contract Amount: _____ Date Completed: _____

Project #3:

Project Name: _____
Address: _____
A/E Agency: _____ Phone: _____
Contact: _____
Contracting Agency: _____ Phone: _____
Contact: _____ Email: _____
Contract Amount: _____ Date Completed: _____

6. BANK REFERENCES, CREDIT REFERENCES:

Bank Name: _____
 Address: _____
 Contact: _____ 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.)

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

7. CONTACT INFORMATION

Name (Print or Type)	P/A	Title	Phone Number(s)	Signature

The Contractor must be capable of responding to emergency phone calls, and must be available to School Board 24 hours per day, 7 days per week. Any second call for problems shall be elevated to the Company's senior representative who shall also be available to the School Board 24 hours per day, 7 days per week.

Provide the names of Company contacts and senior representative that will be available as described above along with telephone numbers at which they can be reached. Provide the same information for alternates who can be contacted during vacations, illness, etc. Provide signatures from each person submitted indicating that they agree to provide this service as described. Indicate in the P/A column on above, if the person is a Primary or Alternate contact.

Signature: _____
 (Officer of the Firm) Date

Type of Firm
 () Corporation

Printed Name: _____

() Partnership

Title: _____

() Sole Proprietor

ATTACHMENT J – CERTIFICATION REGARDING DEBARMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of the proposal, that neither 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.

2. 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 proposal.

Organization Name PR/Award Number or Project

Name(s) and Title (s) of Authorized Representative (s)

Signature(s)

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participants in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for the transaction authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT K - REFERENCE QUESTIONNAIRE

The St. Lucie Public School (SLPS) as a part of the ITB process requires proposing Vendor to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The Bidder is required to send the following reference form to each business reference listed on Attachment E. The business reference, in turn, is requested to submit the Reference Form directly to the SLPS by the date indicated on the form for inclusion in the evaluation process. The form and information provided will become a part of the submitted bid. The business reference may be contacted for validation of the response. It is the Proposer's responsibility to verify their references have been received by SLPS by the date indicated on the reference form.

**ATTACHMENT K - REFERENCE QUESTIONNAIRE
ST. LUCIE PUBLIC SCHOOLS
ITB 18-12
TREE TRIMMING, VEGETATION REMOVAL AND STUMP GRINDING SERVICE**

FOR: _____
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, via facsimile at (772) 429-3999 or email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **April 24, 2018**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the solicitation number and title listed at the top of this page.

Company Providing Reference _____
Contact Name and Title/Position _____
Contact Telephone Number _____
Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?

_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?

_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

ATTACHMENT L - 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:

Signature of PROVIDER'S management designee _____ DATE _____

Typed name of PROVIDER'S management designee _____

ITB SUBMITALL CHECKLIST

The below list is provided to assist proposers to ensure the necessary documents are included within the response. The below does not need to be returned and is simply a guide and consolidation of the information in the bid document.

Included	Item
	Required Response Form
	Attachment B - Drug-Free Workplace Certification
	Attachment C - Jessica Lunsford Act Compliance Agreement
	Attachment D - Insurance Requirements And Hold Harmless Agreement
	Attachment E - Client References
	Attachment F - Green Procurement - Electronic Purchase Order Process
	Attachment H - Pricing Schedule
	Attachment I - Contractor Questionnaire
	Attachment J - Certification Regarding Debarment
	Attachment M - Notification To Short-Term Workers
	Copy of Applicable Licenses (State of Florida, Contractor, Occupational, Local, etc)