

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Department of Purchasing and Warehousing 6055 62ND Avenue • Vero Beach Florida 32967 (772)-564-5045		Request for Proposal Bidder Acknowledgement	
BID NO. SDIRC 15-0-2019JC		DATE: 03/28/2019	
BID TITLE: RFP for Districtwide Mowing			
BIDS MUST BE RECEIVED NO LATER THAN 2:00 P.M. <u>April 23, 2019</u> AT WHICH TIME BIDS WILL BE OPENED			
Vendor Name:		Terms: Bidder see PP3- General Conditions	
Mailing Address:		F.E.I.D. No. (S.S. #)	
City - State – Zip Code:		Delivery _____ calendar days after receipt of order.	
Area Code/Telephone Number:	Toll Free Number:	Fax Number:	
Vendor E-Mail Address:		Vendor Web Address:	
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).			
_____		_____	
Authorized Signature (Manual)		Authorized Signature (Type or Printed) and Title	

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

PURPOSE: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Indian River County, Florida, hereinafter called the BOARD.

SEALED BIDS: Sealed bids will be received in the Department of Purchasing and Warehousing until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967. Outside of envelope shall plainly identify bid by: VENDOR'S NAME, BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Warehousing 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 sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity 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: One copy of this executed Invitation to 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 Invitation to 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 proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, please respond by returning STATEMENT OF NO BID, page 2a with reason(s) indicated. Repeated failure to quote without sufficient justification may be cause for removal of a Bidder's name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a "statement of no bid" and 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 F.O.B. 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 Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board 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 minimum of ninety (90) days from the date of Board approval or time stated in special conditions.
 - d. THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.

- 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 U.L. listed or re-examination testing where such has been established by U.L. 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 Board'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 Board 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. Deviations require 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 Board 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 Board.

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, 6055 62nd Avenue, Vero Beach, FL 32967.
- b. When required, the Board may request full demonstrations of any unit(s) 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 Board.

- 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 Board 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 Board is found to be defective or does not conform to specifications, the Board 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 Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or 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 Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.

- 12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at www.indianriverschools.org.

- 13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 1990 25th street, Vero Beach, FL 32960, 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: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303. Telephone: 800-241-1754. www.epa.gov/region4/divisions/index.html

- 14. **OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, 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 proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 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 District of Indian River County, Florida. 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 Board 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 or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board 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 Board 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 Board occasioned 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 one million dollars (\$1,000,000) 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 be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 24. **Taxes:** The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales [Tax Exemption Certificate](#) No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.
- 25. **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.
- 26. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 27. **JESSICA LUNSFORD ACT:** Effective September 1, 2005, a new law involving all school district vendors goes into effect. The new law, know as the Jessica Lunsford Act, requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked. See attachment explaining the requirements of the Jessica Lunsford Act.

REQUEST FOR PROPOSAL

1.0 **INTRODUCTION**

The purpose and intent of this Request for Proposal (RFP) is to obtain cost effective Lawn Care Services for the District while maximizing the quality and level of service. The District is seeking qualified lawn care companies or a single company to provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain customer's landscape in an attractive, safe condition throughout the contract period. Qualified companies must have the capability to perform and complete the services in all aspects with this RFP solicitation. Pricing shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and services necessary for grounds maintenance to all locations within the district. Scope shall include tasks such as mowing all common areas around buildings, mowing field areas, mowing perimeter of retention ponds, weed-eating, edging, sidewalks & flower beds, hedge trimming, blowing off sidewalks & parking lots, weed killing, removal of debris from trees such as falling and dead limbs and all other tasks associated with commercial lawn care.

- 1.1 To All Bidders: it is your responsibility to verify that no addenda have been issued prior to the bid opening. All addenda will be posted on our webpage at <https://www.indianriverschools.org/current-bids-rfps> and mailed to all known vendors in our database. Failure to verify and acknowledge any addenda may result in the rejection of your bid.

2.0 **NON MANDATORY PRE-BID MEETING**

April 3, 2019 at 10:00 AM
School District of Indian River County SSC
6055 62nd Ave.
Vero Beach, FL 32967

Site Visits will be April 9th and 10th. Contact Robert Michael at (772) 925-9120 for scheduling.

3.0 **CONE OF SILENCE**

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:

- a. A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
- b. A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.

Unless specifically provided otherwise in the applicable IFB, RFP, RFQ or ITN, the cone of silence does not apply to the following:

- a. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- b. Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

4.0 **TIME SCHEDULE**

The District will use the following time line. Dates are subject to change if necessary.

- 03.28.2019 Release
- 03.31.2019 Legal Advertisement
- 04.03.2019 Non-Mandatory Pre-Bid Meeting (10:00 am)
- 03.23.2019 Proposals due no later than **2:00 p.m.**
- 05.28.2019 Recommendation to the Board

A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

5.0 **BIDDER'S QUALIFICATIONS AND RESPONSIBILITIES**

5.1 Bidder shall be capable to provide employees that can be processed through the FDLE Level II background checks. Bidders are advised that they are responsible to ensure that no employees or subcontractors used by their firm have been convicted or are currently under investigation for crimes against children in accordance with FS 435.04.

5.2 The vendor shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.

5.3 The vendor shall, and in addition to all other guarantees, be responsible for faulty labor and/or workmanship and shall promptly correct improper work, without cost to the District, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the vendor fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the vendor shall be fully liable for all costs and expense reasonable, incurred by the Owner.

6.0 **BID SECURITY BOND** - not applicable for this project.

7.0 **PERFORMANCE AND PAYMENT BOND** - not applicable for this project.

8.0 **DELIVERY – if necessary**

Delivery of materials shall be FOB destination to the site specified on the purchase order.

9.0 **AWARD**

9.1 The School district of Indian River County reserve the right to award this Request for Proposal to either a single vendor for districtwide services or to two vendors splitting the district into two geographical areas. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price, proven experience, equipment and personnel to effectively maintain sites/campuses, and recent projects/references.

9.2 The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals

of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.

- 9.3 The School District encourages participation of minority businesses.
- 9.4 The School District of Indian River County reserves the right to reject all responses and renew the previously awarded contract with the incumbent vendor.
- 10.0 **TERM OF CONTRACT** The term of the contract shall be from **July 1, 2019 to June 30, 2022** and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the bid.
- 11.0 **TERMS AND CONDITIONS**
Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide the School District with the services specified in the proposal.
- 11.1 The School Board has the right to cancel this RFP, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.
- 11.2 The School Board reserves the right to reject any or all proposals, to request clarification of information submitted in any proposal, and to request additional information from any proposer and to select the bidder(s) on the basis of what the Evaluation Team determines to be in the best interest of the School District.
- 11.3 Additional Terms - No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.
- 11.4 Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 119.071(1)(b)).
- 12.0 **VENDOR'S RESPONSIBILITIES**
- 12.1 The new uniform statewide badge is to be worn in plain sight at all times while on campus. This applies to all subcontractors as well.
- 12.2 The successful bidder (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 12.3 The vendor acknowledges that work will be performed only after receipt of a written purchase order.
- 12.4 The vendor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
- 12.5 The vendor shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

- 12.6 The vendor 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 vendor's equipment is located on any school district site.
- 12.7 The vendor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 12.8 The vendor shall have an English-speaking, licensed (State of Florida or Indian River 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.
- 12.9 The vendor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- 12.10 Pursuant to Board Rule 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- 12.11 Pursuant to Board Rule 7217 the possession of any weapon will not be tolerated on school district property. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.
- 13.0 **TRENCH SAFETY ACT – FL 553.60-553.64 (if applicable)**
 The Contractor (and all subcontractors) affirms by submittal of response to this RFP and **Attachment E “Trench Safety Act – Compliance Form”**, they are aware and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by awarded Contractor and their subcontractors. The Contractor is obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.
- Contractor acknowledges that included in the various items of this RFP and in the total RFP price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective compliances and **will not be paid separately**. They are not to be confused with RFP items in the schedule of prices, Bid Summary Page, **nor be considered additional Scope of Work**.

14.0 **INSTRUCTIONS TO PROPOSERS**

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP.

All proposals shall be sent to:

School District of Indian River County
 Support Service Complex
 Attn: Purchasing Department
 6055 62nd Avenue
 Vero Beach, FL 32967

PLEASE NOTE IF YOU ARE HAND-DELIVERING A BID, THIS ADDRESS DOES NOT SHOW ACCURATELY ON A GPS. SEE ATTACHMENT “D” FOR DIRECTIONS TO OUR NEW FACILITY.

- 14.1 **To All Bidders:** it is your responsibility to verify that no addenda have been issued prior to the bid opening. All addenda will be posted on our webpage at <https://www.indianriverschools.org/current-bids-rfps>. Failure to verify and acknowledge any addenda may result in the rejection of your bid.
- 14.2 If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delivered to a location other than as specified in Section 14.0 will not constitute receipt. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer. Faxed or emailed proposals will not be accepted.
- 14.3 One sealed original proposal with a manual signature and five (5) copies shall be submitted and clearly labeled "**SDIRC 15-0-2019JC Lawn Service Districtwide**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
- 14.4 Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company. In addition to this signature, every page of this RFP must be initialed and returned with the proposal.
- 14.5 This document and three copies constitute the complete set of specifications, requirements and/or proposal forms.
- 14.6 Respondents shall not be allowed to modify their proposals after the opening time and date.
- 14.7 This is a Request for Proposals; therefore the School District of Indian River County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 14.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 14.9 All proposals received in response to this RFP become the property of the School District. In the event a contract is awarded to the proposing firm, all documentation, regardless of media format, produced as a result of the contract will become the property of the School District.

15.0 **EVALUATION**

The Evaluation Team will evaluate each proposal on its own merit and recommend firm(s). It is and shall be understood and agreed that the decision of the School District after evaluation shall be final. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same requirement. The evaluation process shall consist of reviewing the written proposals and may include the interviewing and inspection of certain firms by the Evaluation Team as deemed appropriate.

16.0 **SELECTION CRITERIA**

The Evaluation Team will use the criteria enumerated below to review all proposals. Points will be awarded as follows:

	<u>Points</u>
• Price/Fees	35
• Qualifications/Experience of Firm	30
• Equipment / Personnel	30
• Litigation	<u>5</u>
TOTAL	100

Each firm will be ranked on an analysis of the following:

- 17.1 Price/Fees – Maximum 35 points for the firm with the lowest price for the entire scope of work.
- 17.2 Qualifications/Experience of Firm – Maximum 30 points for presented documentation of specialized experience in areas represented by a specified project, past performance with other clients and the number, size and relevance of previous projects and adequacy of staff in size, availability and experience.
- 17.3 Equipment / Personnel – Maximum 30 points to firms for the submittal of documentation submitted on total equipment used by vendor for specified project and adequacy of staff in size, availability and experience.
- 17.4 Litigation – Maximum 5 points; firms must submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims of amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount and whether the award was for or against the bidder.

17.0 **SHORT-LIST** – not applicable for this project.

18.0 **RFP INQUIRIES**

In order to maintain a fair and impartial competitive process, the School District must avoid private oral communications with prospective proposers during the proposal preparation and evaluation period. Prospective proposers may not contact the evaluation team but may pose questions in writing during this period. Inquiries may be received by mail, fax or email no later than **5:00 p.m. April 12, 2019**. All proposers will be furnished in writing with both the questions and the response to any inquires (other than administrative or procedural details). Send all email inquiries to both email addresses shown below.

Jeff Carver, Director of Purchasing
 Support Services Complex
 6055 62nd Avenue
 Vero Beach, FL 32967
 Tele: (772) 564-5050 Fax: (772) 564-5048
Jeffrey.Carver@indianriverschools.org

- 18.1 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 18.2 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where proposal documents are posted and also on the Purchasing Department’s website; <https://www.indianriverschools.org/current-bids-rfps>.
- 18.3 No addenda will be issued later than five (5) calendar days prior to the date for receipt of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 19.0 **INDULGENCE**
 Indulgence by the School District of Indian River County on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.

20.0 **CORRECTIONS**

All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.

21.0 **DEFAULT**

22.0 In the event that the awarded firm should breach this contract, the School District of Indian River County reserves the right to seek all remedies in law and/or in equity.

23.0 **VENDOR GUIDELINES**

23.1 This section addresses the bidder guidelines in the preparation and submission of responses to this bid.

23.2 The District will evaluate each bid on its own merit and discuss its findings with its management. It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final.

23.3 The vendor's response to the bid, along with any addenda, shall upon award, be an addendum to the contract.

23.4 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.

23.5 Before submitting a quote, bidder should become familiar with any local conditions which may, in any manner, affect the work to be done or effect the equipment, materials, labor and services required. The bidder is also required to carefully examine the specifications and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

23.6 Proposals shall not be considered if the bidder cannot meet the special conditions contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance of performance. The School Board shall be the sole judge of the adequacy of alternative provisions for the required degree of assurance of performance.

24.0 **LICENSES, PERMITS AND INSPECTIONS**

24.1 The bidder shall be licensed in Indian River County and/or the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489 and any other license applicable to perform these services. Licenses must be valid at the time of the bid opening. A copy must be provided with the bid response and updated annually.

24.2 Contractor shall notify the School District of Indian River County if any change occurs in regards to licenses.

24.3 Prior to the commencement of work, awarded vendors shall obtain a building permit for each project performed from the District's Department of Building Standards and Code Compliance; vendor shall comply with all requirements and each project is subject to inspections. Contact this department at 772-564-5020 to obtain building permits at no charge.

24.4 The contractor shall notify the District's Department of Building Standards and Code Compliance of job progress and make a request for inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved as per school district building official.

24.5 Completion of contract shall be defined as final inspection and subsequent sign-off by SDIRC'S Building Official, on all work as satisfactory and acceptable to the District.

25.0 **CONSTRAINTS**

Includes, but not limited to, all applicable state laws and Department of Education Regulations.

26.0 **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT**

- 26.1 All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.
- 26.2 This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.
- 27.0 **FUNDING OUT, TERMINATION, CANCELLATION – not applicable for this project**
- 27.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.
- 27.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 27.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:
- 27.4 The Board may, during the contract period, terminate or discontinue the services covered in this RFP for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section.
- 27.5 Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for “funding out”.
- 28.0 **ASSIGNMENT**
The successful bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.
- 29.0 **PUBLIC ENTITY CRIMES**
- 29.1 In compliance with Florida Public Entity Crime Status (Section 287.132,133), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public 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 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”.
- 29.2 The proposer certifies by submission of this 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 a Federal department or agency.
- 30.0 **DRUG-FREE WORKPLACE**
Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, 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. Attached is the drug-free workplace certificate form (**Attachment A**) to be submitted with bid or shall be submitted within three (3) days upon request.
- 31.0 **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, sub-contractor or consultant under contract with any public entity, and may not transact business with any public entity.

32.0 **LEGAL REQUIREMENTS**

32.1 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 shall in no way be a cause for relief from responsibility.

32.2 Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the contractor shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Contractor shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

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

33.0 **FEDERAL AND STATE TAX**

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with County, nor shall any vendor/proposer be authorized to use the County's Tax Exemption Number in securing such materials.

34.0 **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Pursuant to School Board Rule 1113, it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

35.0 **PUBLIC RECORDS LAW**

All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.

- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

36.0 **CANCELLATION / TERMINATION**

In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School District of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

37.0 **INVOICES / PAYMENT**

37.1 All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. If applicable, payments shall be based on percentage of completion with partial or complete release of liens. Invoices shall be in accordance to terms, conditions and prices found in SDIRC 15-0-2019JC. **Invoices will be sent once per month for this RFP.**

37.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.

37.3 Invoices shall not be submitted prior to final inspection by the Department of Building Standards and Code Compliance if a permit was issued.

38.0 **INSURANCE**

38.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.

38.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.

38.3 Vendor shall provide the School District of Indian River County with a Certificate of Insurance naming the District as "**named additional insured**", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.

39.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

39.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold

harmless the School Board, its 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; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, 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 violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 awarded proposer, 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 violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

39.2 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 awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.

40.0 **RIGHT OF REVIEW**

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.

41.0 **DEBARMENT**

As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

41.1 By submitting a proposal, the vendor certifies, to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not, within the preceding five year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- d. Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.
- e. Have not been debarred by the School Board pursuant to School Board policy 6320.

41.2 Contractor agrees to notify School Board within 30 days after the occurrence of any the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 43.1 a through e with respect to contractor or its principals.

42.0 **JESSICA LUNSFORD ACT**

- 42.1 On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.
- 42.2 The Contractor will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Contractor or its personnel or subcontractors providing any services. The Contractor will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor, its employees and subcontractors. The Contractor's employees and subcontractors shall display the issued uniform, statewide identification badge **in plain view** at all times while at a School Board facility. The parties agree that the failure of the Contractor to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Contractor's failure to comply with these requirements. Contractor shall require each of Contractor's subcontractors on the project to agree in writing to the provisions of this paragraph. Contractor's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as Contractor is in compliance with the provisions of this paragraph.
- 42.3 The cost of the background screening is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.
- 43.0 **POSTING OF RFP AND SPECIFICATIONS**
Request for Proposals with specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the Purchasing Department's website <https://www.indianriverschools.org/current-bids-rfps> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 44.0 **POSTING OF RFP TABULATIONS**
Request for Proposals tabulations with recommended award(s) will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 on or about **May 15, 2019** and also on the Purchasing Department's website <https://www.indianriverschools.org/current-bids-rfps> and will remain posted for a period of 72 hours. 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.
- 45.0 **BID PROTEST**
- 45.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a 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.

- 45.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting the bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.
- 45.3 Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

SPECIFICATIONS

1.0 SCOPE OF WORK

This specification establishes the minimum requirements for grounds maintenance services for each location. The estimated districtwide aggregate acreage is approximately 500 acres. It is the vendors responsibility to verify precise acreage by site during site visits that will occur April 9, 2019 April 10, 2019. The awarded vendor/vendors will provide services **thirty six (36) times per year**. The district reserves the right the increase or decrease the number of cuts per year. The awarded contractor will be responsible for furnishing all labor, supervision, tools, equipment and supplies necessary to provide complete grounds maintenance services to the following sites:

Adult Education (Tech Center)	1426 19th Street	Vero Beach	FL	32960
Alternative Education	4690 28th Court	Vero Beach	FL	32967
Beachland Elementary	3551 Mockingbird Lane	Vero Beach	FL	32963
Citrus Elementary	2771 Citrus Road	Vero Beach	FL	32968
Dodgertown Elementary	4350 43rd Avenue	Vero Beach	FL	32967
Fellsmere Elementary	50 N. Cypress St.	Fellsmere	FL	32948
Gifford Middle School	4530 28th Court	Vero Beach	FL	32967
Glendale Elementary	4940 8th Street	Vero Beach	FL	32968
Indian River Academy	500 20th Street SW	Vero Beach	FL	32962
Liberty Magnet	6850 81st Street	Sebastian	FL	32967
Osceola Magnet School	1110 18th Avenue SW	Vero Beach	FL	32962
Oslo Middle School	480 20th Ave SW	Vero Beach	FL	32962
Pelican Island Elementary	1355 Schuman Drive	Sebastian	FL	32958
Rosewood Magnet	3850 16th Street	Vero Beach	FL	32960

Sebastian Elementary	400 County Road 512	Sebastian	FL	32958
Sebastian River High School	9001 90th Ave.	Sebastian	FL	32958

Sebastian River Middle School	9400 County Road #512	Sebastian	FL	32958
Storm Grove Middle School	6400 57th Street	Vero Beach	FL	32967
Treasure Coast Elementary	8955 85th Street	Sebastian	FL	32958
Vero Beach Elementary	1770 12th Street	Vero Beach	FL	32960
Vero Beach High School	1707 16th St.	Vero Beach	FL	32960
VBHS Freshman Learning Center	1507 19th St	Vero Beach	FL	32960
Wabasso School	8895 US# 1	Wabasso	FL	32970
Transportation	5235 41st St	Vero Beach	FL	32967
J.A.Thompson Administration	6500 57th St.	Vero Beach	FL	32967
Support Services Complex	6055 62nd Ave	Vero Beach	FL	32967
Care Here Medical Clinic	5575 41st St.	Vero Beach	FL	32967

2.0 **TERMS AND CONDITIONS**

- 2.1 In the event that the performance of the contractor is interrupted or delayed (i.e. rain), the contractor may be excused from performance for a period of up to two (2) working days unless otherwise agreed upon in writing by the school's representative and the Contractor.
- 2.2 Service will be paid based upon invoices submitted on a **monthly basis after work has been performed** and shall include all labor, supervision, tools, equipment and supplies necessary to provide the services listed within this RFP.
- 2.3 All personnel employed by the awarded contractor will be easily identified by a name badge and company Uniform. Contractor's employees shall conduct themselves in a professional manner at all times. Additionally, the contractor must certify that their company and its employees are drug-free. See **Attachment A**. Any additional costs incurred resulting from these requirements will be the responsibility of the awarded contractor.
- 2.4 The awarded vendor will be required to assure that all personnel assigned to this project do not possess criminal records or possess or use alcohol, drugs or any illegal substances while on school property.
- 2.5 The awarded vendor shall strictly prohibit interaction between their employees and the student population.
- 2.6 Unless stated otherwise, all items addressed in this RFP shall be completed during each visit, not extended over a period of days.
- 2.7 The District has developed a checklist for the school site showing the required function (mowing,

edging, etc.) was satisfactorily completed for each visit. The checklist will show any problem or potential problem areas and include comments or suggestions that may enhance the appearance of the site or be of general interest to the school. The checklist shall be submitted to each site principal on a monthly basis.

2.8 The awarded vendor shall not remove any plant life (i.e. dead or dying) without prior approval of principal or school representative.

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

3.0 **TECHNICAL SPECIFICATIONS**

3.1 Work will consist of completely mowing, weeding, edging, trimming, pruning and debris removal within the outlined perimeter of the campus so that the campus maintains a neat and orderly appearance. The awarded contractor will be responsible for maintaining not only the main buildings, parking lots and courtyards but also the items listed below:

- * Maintaining all playground areas
- * Maintaining all portable areas
- * Weeding along all fence lines (inside and out) on campus and all parking lot medians
- * Mowing and weeding around all playground equipment, trees, shrubs, bike racks, school signs and any other obstacles.
- * Weed all playground mulch areas where persistent grass grows through mulch.
- * Blowing debris from parking lots, sidewalks and other concrete areas.

3.2 **MOWING – Mower blade height shall be no less than 2” for Bahia grasses and no less than 3” for St. Augustine grasses, as measured from a flat paved surface. All mower blades must be sharpened on a regular basis so as to not damage grass blades or leave an uneven cut.**

3.3 **EDGING –** The edging shall be done for such areas as sidewalks, curbs, parking lots, flowerbeds, shrub beds and around the bottom of trees.

3.4 **TRIMMING –** All turf areas shall be trimmed in order to maintain even areas around such as tree bases, building perimeters, fence lines, etc. Line trimmers and mowers shall not make contact with the bark of any landscape plant or tree. All fence lines shall be weed free and maintain a neat, orderly appearance at all times.

3.5 **PRUNING –** All plants and trees shall be neatly pruned and/or clipped to preserve the natural character and in a manner appropriate for each plant. Broken or bruised limbs shall be removed with a clean cut. Palm tree pruning shall not be included in this proposal.

3.6 **CLEANING THE PROPERTY –** All areas, (streets, sidewalks, patios, hallways, parking lots, dock areas, etc.) are to be cleaned free of leaves, mulch, grass and any other type of debris by means of blowers, or any other means necessary to insure a clean property.

3.7 **LITTER AND DEBRIS REMOVAL –** The District will attempt to maintain a trash free site. However, the vendor shall be responsible for removing any debris (i.e. paper, cans, bottles) prior to mowing and weeding. All debris generated by the contractor shall be removed from sites unless otherwise directed by the site representative. Dumpsters and other on-site trash disposal containers shall not be used by the contractor for disposal of debris.

3.8 **IRRIGATION SYSTEM/SPRINKLERS (IF APPLICABLE) –** The contractor shall inspect sprinkler heads prior to starting date for damaged or malfunctioning units and report necessary repairs to the school representative. If any defective units are found, the School District will repair prior to lawn service commencing (if possible). After sprinkler systems (where applicable) are repaired, it

will then become the contractors responsibility to repair any damage that are a direct result of the lawn service contractor (i.e. broken lines, damaged sprinkler heads).

- 3.9 INSECT CONTROL/MULCH – For the purpose of this bid, insect control, fertilizing and mulch will be handled by each individual school.
- 3.10 EQUIPMENT – All equipment operated on any school district site shall be equipped with guards and/or shields to minimize the possibility of injure to the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. Proper operation of equipment is the contractor’s responsibility. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.
- 3.11 QUALITY – All workmanship shall meet the highest industry standards so as to pass without objection in the industry and shall be in accordance with accepted horticultural practices. All materials used in accordance with this agreement shall be of the highest quality obtainable by the ground maintenance contractor and shall be of such a type so as to perform the purpose for which it was intended.
- 3.12 WEEDING - Areas around the trunks of trees, beds, hedges, sign bases, and other areas intended to be weed free will be kept in neat, weed free state. This will be done by mechanical and legal chemical means however any chemical must be applied by a licensed person for that product.

BID SUMMARY PAGE

ITEM 1. PRICE (35 Points) bidder to provide pricing as follows:

OPTION 1:

Pricing as per RFP for services rendered after instructional hours and on weekends only

Cost Per Acre	
Districtwide Acreage	
Per cut Cost	
Total for 36 cuts per year	

OPTION 2:

Pricing as per RFP for services rendered during normal business hours as scheduled by the district. There will cyclic periods where the rendering of services may interfere with school functions and mowing will have to be scheduled in advance.

Cost Per Acre	
Districtwide Acreage	
Per cut Cost	
Total for 36 cuts per year	

***It is the vendors responsibility to complete the above accurately free of mathematical errors and Miscalculations. Submittals with material errors or miscalculations will be rejected.**

Company Name

Company Address

Bidder's Signature/Title

Bidder's Printed Name Date

Telephone Number

Email Address

QUALIFICATIONS/EXPERIENCE OF FIRM (30 Points)

License(s) held by firm _____

Occupational & Number _____

Other & Number _____

Other & Number _____

Company Name _____

Bidder's Initials _____

List all firms Officers and Title below

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____

How many grounds maintenance employees do you currently employ?

Full time _____ Part Time _____

Do you subcontract any work out to other grounds maintenance companies? Yes _____ No _____

Total years in business under this company name _____

RECENT COMMERCIAL PROJECTS/REFERENCES - list a minimum of 3 (other than SDIRC)

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Company Name _____ Bidder's Initials _____

EQUIPMENT/PERSONNEL EXPERIENCE (30 Points)

List names and experience of personnel below:

Name	Years with Company	Licenses / Numbers Other Certificates	Years as a grounds person
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional pages if necessary. Check Box () if additional pages attached.

Bidder shall list all mechanical equipment (tractors, mowers, edger's, weed eaters, etc.) currently owned or leased, which will be used in performance of this contract.

DESCRIPTION OF EQUIPMENT (Manufacturer, type, etc.)	CUT WIDTH or Desc	NUMBER OF UNITS
Riding Mower/Tractor		
Walk-behind Mower		
Line Trimmer		
Hedge Trimmer		
Hand-held Edger		
Backpack Blower		
Hand Blower		
Parking Lot Push Blower		
Chain Saw		
<u>Add'l Equipment (list below or attach extra paperwork):</u>		

Company Name _____

Bidder's Initials _____

PENDING LITIGATION (5 Points) Indicate either yes or no. **Yes** _____ **No** _____

If yes, submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) who is also an owner, corporate officer or employee of their business. Indicate either yes or no. **Yes** _____ **No** _____

If yes, give the person(s) name(s) and position(s) with your business.

Please submit below the name and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

Contact Person:

For Regular Work Hours: _____

Telephone: _____

After Hours, Weekends and Holidays: _____

Telephone: _____

Company Name _____

Bidder's Initials _____

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

Identical Tie Bid - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies 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 of 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

Vendor's Signature

Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.

School District of Indian River County
Purchasing Department

**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 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, 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.

RFP, RFQ, RFP Number _____

Organization's Name _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the 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 (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal 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 participation 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 proposal that it will include the 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 a 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 ineligibility of its principals. Each participant may, but is not required to, check the non-procurement 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 transactions authorized under paragraph 5 of these instructions, if a participant in a 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.

**TRENCH SAFETY ACT – COMPLIANCE FORM
(If Applicable)**

CONTRACTOR acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The CONTRACTOR by signing and submitting the RFP is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards agrees that this form is legally binding on all persons employed by the CONTRACTOR and subcontractors. The CONTRACTOR further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Description	Unit	Qty.	Unit Price	Ext. Price	Method of Compliance

CONTRACTOR acknowledges that this cost is included in the applicable items of the Bid Summary Sheet and in the Grand Total RFP Price, and will not be paid separately. Failure to complete the above and sign below may result in the RFP being declared non-responsive.

The CONTRACTOR is, and the DISTRICT and CONSULTANT are not, responsible to review or assess District's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". CONTRACTOR is, and the DISTRICT and CONSULTANT are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Contractor's Signature

(Print or Type Name)



Please note: a GPS does **not provide accurate directions to this address. Please follow these directions:**

I-95

Coming from the north I-95

Exit 156 at Fellsmere (SR 512) and travel east

Turn right on SR 510

Travel several miles and turn right on 66th Avenue

Turn left on 57th Street

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

Coming from the south I-95

Exit 147 Vero Beach (State Road 60) and travel east.

Turn left on 66th Avenue

Travel north and turn right on 57th Street.

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

US1

Turn west on 53rd Street.

Turn right on 58th Avenue (Kings Highway).

Left on 57th Street

Right on 62nd Avenue and travel to the end. Our complex is on the left. The 3rd driveway is for visitors. The front door is by flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is 6400 57th Street, Vero Beach FL 32967.