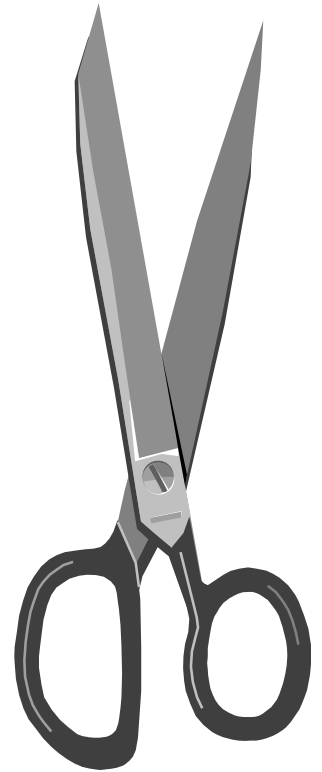


**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>24-968-033</b>
BID TITLE:	<b>Maintenance and Cleaning of Retention Ponds, Ditches and Swales</b>
DUE DATE/TIME:	<b>September 5, 2023 @ 3:00 p.m. ET</b>
SUBMITTED BY:	_____
	<b>(Name of Company)</b>
DELIVER TO:	PURCHASING DEPARTMENT School Board of Pinellas County 301 Fourth Street S.W. Largo, FL 33770-3536



***Please Note:***

**Pinellas County Schools has partnered with Public Purchase which provides government agencies and their suppliers with a comprehensive and easy to use web-based eProcurement system. Registered suppliers receive automatic notification and transmittal of bid solicitations. Please visit [www.publicpurchase.com](http://www.publicpurchase.com) to login and obtain any and all bidding documents**

**Once you have opened and viewed the bid document from the Public Purchase website you will automatically receive an e-mail notifying you when an addendum has been issued. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the above website and open and view the bid document. The District will not be responsible if you fail to receive any and all addendums if you obtain the original bid document from another source.**

<b>PURCHASING DEPARTMENT</b> School Board of Pinellas County, Florida 301 – Fourth Street S.W. Largo, Florida 33770-3536		<h1>INVITATION TO BID</h1>	
<b>SUBMIT BID TO:</b>		<b>BID NO.</b> <b>24-968-033</b>	
<b>BID TITLE:</b> <b>Maintenance and Cleaning of Retention Ponds, Ditches and Swales</b>		<b>BUYER:</b> Christine Roney <b>(727)</b> 588-6149	
<b>F.O.B. DESTINATION POINT:</b> Countywide		<b>ISSUE DATE:</b> August 10, 2023	
<b>BID DUE DATE AND TIME:</b> <b><u>September 5, 2023 @ 3:00 p.m. ET</u></b>		<b>BID OPENING ROOM:</b> <b>A318</b>	

**SUBMITTALS:**  
 Certain Submittals are required with this bid. See the **SUBMITTALS CHECKLIST** found later in the bid document for details. **Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, 1 copy of the original on a flash drive.** Bids should include all information and submittals requested herein. Incomplete bids may be declared non-responsive.

**PURCHASING CARDS:**  
 Bidders that accept Visa/Mastercard payments can be enrolled in the District’s ePayments program for faster payment turnaround. Interested parties can contact the Districts purchasing card provider, JP Morgan, for enrollment in the program at sua.supplier.support@jpmchase.com, or by phone at 877-263-5184. Unless exception to this condition is checked below, the Bidders, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card.  
☒ **We are not able to accept credit card payments at this time.**

**PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5):** - With the consent and agreement of the successful Bidders(s), purchases may be made under this bid by other governmental agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

**Note to Bidders:**  
*A. A signed bid submitted to the School Board obligates the Bidders to all terms, conditions and specifications stated in this bid document, unless exceptions are taken and clearly stated in the Bidder’s bid documents.*  
*B. Bids received after the date & time specified will not be accepted.*  
 Delivery days after receipt of order: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

**BIDDERS MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED**

Company Name: _____	FEIN: _____
Address: _____	Telephone: (    ) -    Ext. _____
City, State: _____ Zip: _____	FAX: (    ) -    _____

**NON COLLUSION:** - The Bidders, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

<b>Signature of Owner or Authorized Officer/Agent</b> _____ Typed Name of Above: _____	E-mail: _____ Title: _____
--	-------------------------------

**NO BID:** I hereby submit a “no bid” for the reasons checked below:

<input type="checkbox"/> Insufficient time to respond	<input type="checkbox"/> Could not meet Insurance requirements
<input type="checkbox"/> Addenda were received too late to respond	<input type="checkbox"/> Could not meet bonding requirements
<input type="checkbox"/> Could not meet specifications	<input type="checkbox"/> We do not offer the product or service requested
<input type="checkbox"/> Specifications were unclear or restrictive	<input type="checkbox"/> Our schedule will not permit us to respond
<input type="checkbox"/> Terms & Conditions were unclear or restrictive	<input type="checkbox"/> We do not bid directly
<input type="checkbox"/> <b>Keep our company on this bid list for future bids</b>	<input type="checkbox"/> <b>Remove our company name from this bid list for future bids</b>

# **SPECIAL CONDITIONS**

## **GENERAL TERMS AND CONDITIONS**

The Pinellas County School District (District) "General Terms and Conditions" School Board Adopted 12/08/09 Revised 3/20/12, 7/24/12 can be found at the following link:

<https://www.pcsb.org/cms/lib/FL01903687/Centricity/Domain/187/General%20Terms%20and%20Conditions.pdf>

By submitting a proposal, Proposer agrees to abide by all District Terms and Conditions.

## **SCOPE**

This bid will select a "**Stormwater Maintenance Vendor**". The work shall consist of furnishing all materials, labor, tools, equipment and supervision required to maintain and clean retention ponds, swales, drainage ditches and other storm water conveyances at various sites within the District. The successful vendor will only be awarded projects valued at less than \$50,000.

- All equipment must be listed on the attached bid form and is subject to inspection by the District's Environmental Coordinator.
- The bid form lists common equipment/machinery typically utilized for these types of projects. Vendors responding to this bid must utilize properly trained and licensed operators for all equipment.
- The District's Environmental Coordinator will contact the awarded Vendor to obtain a written estimate for each project on an as needed basis throughout the Contract term. Vendor shall visit the site and provide a firm fixed price proposal for the proposed project within five (5) working days from request. Estimates shall be itemized and must include all equipment, labor and material charges. Project estimates will be reviewed by the districts' Environmental Coordinator and, upon approval, the Vendor will be given authorization to complete the project within ten (10) days of the Notice to proceed.

## **CONTRACT PERIOD**

The Contract Period shall commence on **September 26, 2023**, and end **September 25, 2024**. Prices and discounts shall remain firm for this period and shall include **ALL** freight and handling charges.

## **RENEWAL OPTION**

By mutual consent of the School Board of Pinellas County, Florida, and the successful Bidders, this contract may be renewed for **(two (2) one (1) year periods of time)**.

**SUPPLEMENTAL UNILATERAL RENEWAL PERIODS.** The District, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the District's intent to renew shall be provided by the District in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**PRICE ESCALATION/DE-ESCALATION.** The District will allow a price escalation/de-escalation provision within this award. The original bid prices shall remain firm for the first term of the agreement. A price escalation/de-escalation will be allowed at each renewal period, provided the Awardee notifies the District, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the final day of the current term. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. If bidding discounts from list price, discounts offered may not change. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

## **SPECIAL CONDITIONS**

If, at the point of exercising the price escalation provision, market media indicators show that the Consumer Price Index for All Urban Consumers (CPI-U) has decreased, and that the Awardee has not passed the decrease on to the District, the District reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the District's Bidders List for a period of time deemed suitable by the District. In the event of this occurrence, the District further reserves the right to utilize any and/or all options as stated herein.

### **ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE**

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Supplier's control
2. The volatility affects the marketplace or industry, not just the particular Supplier's source of supply
3. The effect on pricing or availability of supply is substantial
4. The volatility so affects the Supplier that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments will not be considered more than once in a one-year period. Adjustments and renewal escalation may not be exercised in the same term.

### **PRE-BID CONFERENCE**

A pre-bid conference will be held at **Walter Pownall Service Center, 11111 South Belcher Road, Largo, FL 33773 on August 22, 2023 @ 8:30 a.m. in the Maintenance Training Room**. Attendance at this pre-bid conference is **MANDATORY** in order for all potential Bidders to receive the benefit of answers to theirs and other's technical questions first hand. If you are not the prime Bidders but are attending on behalf of someone else, please make note of this when signing the attendance roster where indicated. We apologize for any inconvenience this may cause you, but it is imperative that all information be disseminated in a public forum with all potential Bidders present to minimize confusion or misunderstandings. Additions or changes to the original bid documents resulting from this conference of a material nature, will be documented in the form of written addenda and distributed to all attendees. Please note that if you are late to this mandatory pre-bid conference you will not be eligible to sign the attendance roster and therefore may not submit a bid. You may still, however, attend the conference if you wish.

### **CONTRACT VALUE**

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately **\$450,000.00** /year, excluding renewal options. This is only an **estimate** and the actual amount could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

### **BUSINESS LICENSE / LEGAL ENTITY**

The bidder should provide documented evidence that the prime and sub-contractors have a business license under the same legal entity for a **period of five (5) continuous years prior to this bid**. "Legal entity" is defined as the same company, corporation, partnership, or sole proprietorship, or a separate company, corporation, partnership, or sole proprietorship that is a successor-in-interest to the previous entity. In the case of a separate, successor-in-interest entity, that entity must have maintained a business license for a period of five (5) continuous years prior to this bid."

## **SPECIAL CONDITIONS**

### **BUSINESS EXPERIENCE**

Bidders shall have a minimum of **three (3) contracts within five (5) years' experience** in the performance of all work related to the maintenance and cleaning of roadside swales, drainage ditches and drainage ponds. Experience shall include work of similar scope and size for government and other public agencies including Universities, Local Municipalities and Public-School Districts.

### **REQUIRED SUBCONTRACTOR SUBMITTALS**

The successful bidder shall provide a list of all sub-contractors that will be providing services for this project with their bid proposal. All subcontractors shall have the required licensing within their respective trade and be pre-approved by PCSB, as well as meet all background screening requirements. Please refer to the Proposed Subcontractor form on page **20**.

### **BID CONTENT & SUBMITTAL**

**Submit Three (3) complete copies of your bid, 1 original marked as the original, 1 copy, and 1 copy of the original on a flash drive.** Each bid proposal shall include all information and submittals required or requested in this bid.

Incomplete bid proposals may be declared non-responsive. Please refer to the Submittal Checklist on page **24** for a list of required or requested submittals.

### **BASIS OF AWARD**

This bid shall be awarded to up to (2) two bidders responsive and responsible bidders with the highest point score, according to the Method of Evaluation listed below. All proposals will be scored using the point system found on the bid evaluation form in this bid. A maximum number will be allocated as shown on evaluation form. Points will be awarded for each criterion based upon the percentage spread between each bidder's unit prices compared to the lowest bidder's unit price for each criterion.

### **METHOD OF EVALUATION**

This bid will be evaluated using a point system applied to a set of evaluation criteria listed on the bid evaluation form. The bidder achieving the highest point score will be recommended for award of the contract. For example, if a criterion has a score not to exceed 200 points, the lowest price (or highest discount) will receive the maximum number of points and all other bids will be scored based upon the cost spread in relation to the lowest bid (or highest discount). Scores will be rounded up or down to the nearest whole dollar.

#### **For example, based on a point score of 100:**

- If the lowest hourly rate for straight time is \$50 it would thus receive a 100-point score.
- If the second lowest bid is \$62 it would thus receive an 81-point score. (50/62 times 100).
- If the third lowest bid is \$80 it would thus receive a 63-point score. (50/80 times 100).
- If the lowest mark-up percentage for materials and supplies is 10% it would thus receive a 100-point score.
- If the second lowest bid is 12% it would thus receive an 83-point score. (12/10 times 100).
- If the third lowest bid is 15% it would thus receive a 66-point score. (15/10 times 100).

### **BACKGROUND SCREENING**

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a Supplier under contract with the school District **will have access to school grounds when students are present, have direct contact with students**

## **SPECIAL CONDITIONS**

**or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to: <http://fieldprintflorida.com/>

For a full submission (fingerprinting and badge) use code FPPCSVendors. For a badge only (badge replacement) use code FPPCSBadge.

If Contractor/Supplier is awarded all or a portion of this bid, Contractor/Supplier hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

### **INSURANCE**

Insurance is required of all Suppliers who perform work on School Board premises. If this bid requires that you work on our premises, an attachment titled: Insurance Specifications for Contractor/Suppliers will be included giving details.

### **NON-EXCLUSIVE AGREEMENT**

This bid does NOT establish an exclusive arrangement between the District and Supplier. The District reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the District.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

### **ADDENDA**

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the Public Purchase website. If you have not already done so, you must first register at this website before you may begin downloading bid documents. If you are a registered vendor with the district, you will automatically receive notification of all addenda by e-mail

### **MAINTENANCE CONTRACTS**

As part of the bid response, Bidders may be requested to submit maintenance contract pricing on specific items. Such maintenance contracts would be purchased in lieu of performing in-house maintenance after the expiration of the standard manufacturers' warranties. If pricing is desired, space will be provided on the **Bid Proposal Form** for Bidders to enter their cost figures. A copy of the maintenance agreement should be included with your bid proposal to enable us to review the terms and conditions of the contract. All maintenance contracts shall be **on-site** with all necessary parts and labor included. Award of maintenance contracts for specified items will be at the discretion of the District.

### **BUSINESS HOURS & DAYS OF OPERATION**

#### **Regular School Year**

Days of operation are **Monday thru Friday** (excluding holidays) 8 a.m. to 4:30 p.m.

Warehouse receiving 6:30 a.m. to 2 p.m.

## **SPECIAL CONDITIONS**

### **Summer**

From approximately the 1<sup>st</sup> week of June thru the 1<sup>st</sup> week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2<sup>nd</sup> week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are **Monday thru Thursday** as follows:

- **Administrative Facilities and Schools:** 7:30 a.m. to 5:30 p.m.
- **Walter Pownall Service Center:** 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

### **HOLIDAY BREAKS**

Each year, schools and administrative offices are closed for Thanksgiving, winter and spring break periods. Shipments cannot be accepted during these periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall.

**Thanksgiving, 2023**  
**Winter Break, 2023:**  
**Spring Break, 2024:**

November 22 thru November 24, 2023  
December 25 thru January 5, 2023  
Schools: March 13 thru March 17, 2023  
Administrative Offices: March 11 thru  
March 15, 2024

### **KEY EVENTS & DATES:**

- August 10, 2023 Bid notice e-mailed to prospective Bidders & bidding documents posted on the [www.publicpurchase.com](http://www.publicpurchase.com)
- August 22, 2023 Mandatory Pre-Bid Conference @ 8:30 a.m. in the Maintenance Training Room
- August 29, 2023 Last Day to request additional information or clarification
- September 5, 2023 **Bids due in Purchasing @ 3 p.m. E.T.** Public bid opening to follow immediately thereafter in Room A308, Purchasing Department, School Administration Building, 301 4<sup>th</sup> Street S.W., Largo, Florida.  
**NOTE:** The Largo Administration Building is a secured building. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. **This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.**
- September 5-6, 2023 Evaluate bids and make selection of contractor(s)
- September 6, 2023 Recommendation For Award Submitted to Purchasing by the Maintenance Department
- \*On or About September 20, 2023 Notice of Intent to Award posted in the purchasing department and on the department's Web site @ <http://pcsb.org/Page/746>

## **SPECIAL CONDITIONS**

- September 26, 2023

Submit Recommendation for award to School Board for approval (estimated date of School Board approval)

\*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Intent To Award and the Board approval date are subject to change. Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted.

### **ADDITIONAL QUESTIONS/CLARIFICATIONS**

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Additional questions or clarifications regarding this solicitation shall be directed in writing to the buyer listed on page 1 of this document by 4:00 PM of the day listed on the Key Events & Dates table as the ***“Last Day to request additional information or clarification”***.

**ALL requests for clarifications or questions shall be submitted in writing via email and directed to:**

**Christine Roney, Purchasing Analyst** at [roneyc@pcsb.org](mailto:roneyc@pcsb.org)

### **REVIEW OF STATE CONTRACTS**

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

### **BID OPENING PROCEDURES**

Please be aware that any meeting at which (1) there is negotiation with a Supplier, (2) a Supplier makes an oral presentation, or (3) a Supplier answers questions, pursuant to a competitive solicitation, are closed to competitors and other members of the public. Team meetings at which negotiation strategies are discussed are likewise closed. Such meetings shall be recorded.

At bid openings, District personnel will only reveal the names of the Bidders, unless the bid or proposal is a competitive solicitation for construction or repairs on a building, then the name of each Bidders and price submitted shall be read at a public bid opening per F.S. 255.0518. The recordings and bid proposals shall be exempt from public records requests until such time as the notice of an intended decision is published or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

If the School Board rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recordings and any records presented at the exempt meeting remain exempt from public records requests until such time as the School Board provides notice of an intended decision concerning the reissued competitive solicitation or until the School Board withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the publication of the initial notice rejecting all bids, proposals, or replies. Section 119.071(1)(b), F.S.; and Section 286.0113, F.S.



## **SPECIAL CONDITIONS**

### **PUBLIC ENTITY CRIMES**

As stated in paragraph 12 of the General Terms and Conditions, **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**, please complete, sign and notarize the “SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES” form on page  
This form **MUST** be included in your response in order for your bid/proposal to be responsive.

### **PUBLIC RECORD LAW**

**Public Records:** Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida’s public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- 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 Chapter 119 of the 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 term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
- f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
- g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, [brownangel@pcsb.org](mailto:brownangel@pcsb.org).**

### **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Proposal Forms provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Proposal Form if

## **SPECIAL CONDITIONS**

sufficient space is not available on the original form for the Bidders to enter a complete response. Any modifications or alterations to the original bid documents by the Bidders, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a Bidders wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.

### **EXCEPTIONS TO GENERAL TERMS AND CONDITIONS**

Bidders taking any exceptions to the General Terms and Conditions, linked herein, will be reviewed by staff prior to evaluation of bids. Exceptions to the General Terms and Conditions may be cause for rejection of your bid.

### **BID FORMS**

For your convenience, some of the forms which must be completed and submitted along with your bid will be posted along with the bid document on the Public Purchase website in a protected Word file format which will enable you to type your responses on the forms. The file will be named **Maintenance & Cleaning of Retention Ponds, Ditches and Swales, 24-968-033bidforms**. Please use these forms to avoid the need to hand write information. If sufficient room has not been provided on the form to enable you to enter a complete response, please include a supplemental attachment if necessary. **Please note that this file may not include all the forms that should be submitted with your bid proposal so please check the Submittals Checklist near the end of this document for a complete list of requested and required submittals.**

### **MULTIAGENCY PARTICIPATION**

Pinellas County Schools reserves the right, within statutory limits, to extend the terms and conditions of this solicitation to any and all other agencies within the state of Florida as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded Contractor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Contractor.

### **AWARD TERMINATION**

When deemed to be in the best interest of the District, the District may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause per item 52 of the District's General Terms and Conditions; or
- 90-day written notice without cause.

The District reserves the following rights to:

## **SPECIAL CONDITIONS**

- Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Bidders who submit bids determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Bidders prior to selection; and make investigations of the qualifications of Bidders as it deems appropriate, including, but not limited to, a background investigation conducted by the appropriate law enforcement agency.
- Request that Bidder(s) modify their bid to more fully meet the needs of the District or to furnish additional information as the District may reasonably require.
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission of proposals and prior to award.
- Waive minor irregularities in the procedures, and reject any and all proposals.
- Waive any irregularity in any bid, or reject any and all bids, should it be deemed in its best interest to do so. The District shall be the sole judge of Bidder's qualifications and reserves the right to verify all information submitted by the Bidder. The bid selected will be that bid which is judged to be the most beneficial to the District.
- Request that Bidders submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Bidders may be required to submit a detailed business plan in addition to any pertinent information that would allow the District to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

# **STORMWATER VENDOR REQUIREMENTS**

## **General Requirements**

Services to be performed by the “Vendor”, (**Stormwater Maintenance Vendor**) are mowing and clearing of vegetation including removal/extraction of undesirable vegetation in ponds, ditches, and swales; cleaning of outfall structures and drainage pipes; grading of ponds, ditches and swales; removal of fallen or diseased trees from ponds, ditches and swales; silt removal and herbicide spraying. Services shall be all inclusive including labor, materials, mobilization costs, etc. The vendor shall maintain coordination with the District Environmental Coordinator. The vendor shall consult the County’s Environmental Coordinator prior to any schedule District change.

## **Stormwater Ponds:**

Lake/Pond maintenance operation shall be restricted to PCSB owned systems or those portions of systems owned by the District only, and shall be limited to only those controls needed to satisfy an immediate problem, system operation, or to comply with provisions of agreement to remove silt and/or nuisance or exotic plant species where all appropriate licenses, permits, or exemptions have first been obtained. PCSB shall not be responsible for maintenance of private lakes or ponds.

## **Conveyance Systems:**

Shall not be enlarged or enhanced from the existing condition without prior written approval from the School District. Repairs and installation of equivalent pipe(s) shall be limited to a maximum of 200 feet in length and up to 24 inches in maximum diameter, no deeper than 5 feet (Sub-drain and storm pipes). Ditches, swales, and channel creeks shall be maintained within their original design parameters through silt removal and ditch bank grading on a frequency of no less than once every five years. Ditch cleaning and cutting shall occur twice a year or as requested by the Maintenance Department. Storm water pipe cleaning shall be done on an as needed basis. Cleaning of outfall structures, skimmers and drainage pipes to ensure proper flow of water in ponds, ditches and swales. Clearing shall be done by equipment capable of performing these tasks in a safe and efficient manner.

## **Curbs and Gutters:**

Some areas of the District’s Facilities may be addressed more frequently than others at the discretion of the School District Environmental Coordinator. Curbs and gutters shall be maintained in accordance with “As- Built” conditions lengths less than 200 feet. All ADA ramps are to be maintained throughout the District with proper grade slope and landing. Design of inlets, catch basin boxes, and silt boxes shall be within these established maintenance guidelines. Whenever possible, inlets and catch basins shall not be installed within sidewalks.

## **Paved and Unpaved Streets:**

Maintenance for any damage, erosion, pot-holes, raveling, cracks or fractures that needs to be repaired shall be reported to the School District Environmental Coordinator.

## **Vegetation Extraction**

Removal of undesirable vegetation in ponds, ditches, swales and other areas by use of equipment capable of functioning in wet areas with minimal impact on surrounding vegetation. Extraction of materials shall

# **STORMWATER VENDOR REQUIREMENTS**

be accomplished by use of a Spyder walking extraction machine or equal capable of performing the task in a safe and efficient manner.

## **Site Clearing**

Clearing of vegetation including brush, shrubs, rubbish, fallen trees (less than 6" in diameter) and dead vegetation. Clearing shall be done by equipment capable of performing these tasks with minimal damage to surrounding vegetation and plantings.

## **Grading**

Grading of irregular surface areas to a smooth and level condition matching existing grade to improve site conditions. Grading shall be done using a walking Spyder machine or equal capable of performing the task in a safe and efficient manner.

## **Tree Removal**

Removal of fallen trees (less than 6" in diameter) and limbs which could cause obstructions or unsafe conditions. Work shall be done using a Spyder machine or equal capable of performing the task in a safe and efficient manner.

## **Silt and Sediment Removal**

Removal of silt and sediment in wet areas to improve water flow in ponds, ditches and swales. Equipment used should have a bucket attachment and limit damage to surrounding vegetation.

## **Mowing Services:**

Unless otherwise directed by the Project Manager, the vendor shall provide mowing services to the outside edge of any berm surrounding the pond also known as the toe of the slope. In the absence of any defined berm, the vendor shall maintain the areas identified by each pond by the School District Environmental Coordinator.

No-Mow Areas - The vendor will be shown by the Maintenance Department any areas that are designated as "NO MOW", if applicable. These areas are NOT to be maintained by the vendor.

Mowing Schedule – Unless otherwise directed by the Project Manager, the vendor shall mow the grassed areas of each Facility as needed the number of times per year as scheduled.

Cutting Height - The vendor shall provide an even cut yielding a uniform grass blade height.

1. When mowing within 10 feet of a traveled roadway, all equipment will be operated in the direction of the flow of traffic. When mowers are crossing the traveled roadway flaggers shall be provided. Operations should plan minimal crossings. If equipment is left on a right of way, it will be marked with a barricade etc. and with approved steady burning amber lights.
2. Mow all turf areas. No debris will remain after mowing. Mowing height shall be 4". Vendors are responsible for removal and proper disposal of all obstacles within the ponds such as wood, signs, tires, cans, bags of trash, newspapers, magazines, food containers, boxes, sheets of paper etc. which will be torn, ripped, scattered or further subdivide by the mowers prior to mowing.

# **STORMWATER VENDOR REQUIREMENTS**

**Trimming** – The vendor shall trim the grass/vegetation at the orifices of all storm water structures entering or exiting the contract pond areas to include all ditches. Grass/vegetation shall be trimmed within and around all structural spillways, skimmers and openings to a minimum distance of two (2) feet from each structural spillway, skimmer and opening. The vendor shall take reasonable precautions to ensure that tree trunks and shrubs are not injured as a result of the mowing and trimming activities. The number and timing of the cycles will depend upon the growth conditions of the grass during the season.

**Clippings** - The vendor shall remove all grass clippings that are not inconspicuous, or which would inhibit desired growth of grassed areas. All grass clippings that are not uniformly distributed and detracts from the appearance shall be removed. **Vendors should anticipate minimal garbage and debris.** Grass clippings will not be blown into storm drains or inlets.

## **Herbicide Spraying**

Requires use of herbicide spray to limit growth and keep of nuisance vegetation under control. Treatments shall be applied according to manufacturer's label instructions and be performed by a licensed applicator. The applicator shall be licensed by the Florida Department of Agriculture and Consumer Services for right-of-way and natural area weed management categories.

Herbicide all fence lines and around all structures to maintain vegetation free .If a structure is within a retention area and is stabilized by grass, hand trim around these structures and do not herbicide to prevent erosion. Mowing under this contract is generally limited to mowing specified retention ponds and surrounding areas. This will include slopes, dry pond bottoms and to the water line in wet ponds. Slope mowing is generally limited to slopes greater or steeper than 3:1 and relatively inaccessible to the use of conventional mowing equipment. When a slope is too steep that a slope mower will rut or cause damage to the slope, it will be necessary to hand trim the slope. Sign-posts, trees, outfall structures, shrubs, plants, other such obstacles to mowing will be hand mowed or trimmed around. Any damage that occurs will be repaired or restores before the cycle is complete.

## **Emergency Response**

For emergency requests the School Board requires the Vendor to begin work within twenty-four (24) hours of notification. Response to emergencies shall be by fixed fee to provide labor and materials within 24 hours of notification.

## **BID PROPOSAL FORM**

**PROJECT:** MAINTENANCE AND CLEANING OF  
RETENTION PONDS, DITCHES, SWALES

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**LOCATION:** COUNTYWIDE

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**BID NO. :** 24-968-033

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**BID OPENING:** SEPTEMBER 5, 2023 @ 3:00 P.M.

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### **General Notes:**

**Award** - This bid shall be awarded to up to (2) two bidders demonstrating the lowest, responsive and responsible bidders with the highest point score.

**Bidder Due Diligence** - The Bidder, having visited the proposed site of the project, familiarized themselves with the local conditions, nature and extent of the work, Bidding Requirements, Contract Documents, Drawings and Specifications, including all insurance requirements, as prepared does submit the following bid to furnish all labor, materials, tools, both consumable or not, equipment, rentals, rolling stock, transportation, freight, Federal, State, County, City or local Municipal taxes of any kind, permits, licenses and fees for fuel surcharges, environmental disposal, waste management or any other fees necessary to complete the work indicated by the above referenced project and documents shall be included in your bid.

Emergency Contact Information:

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Name:

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Phone:

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# **BID PROPOSAL FORM**

**TABLE 1: Unit Cost (To be used in scenarios)**

ITEM	EQUIPMENT ITEM	ANNUAL ESTIMATED HOURS	UNIT COST	TOTAL
1	Menzi or Spyder with operator.	55.0 HOURS	\$	\$
2	Slope Mower	75.0 HOURS	\$	\$
3	Busch Hog	250.0 HOURS	\$	\$
4	Line Trimmer	800.0 HOURS	\$	\$
5	Dump Truck	150.0 HOURS	\$	\$
6	Herbicide Application	50.0 HOURS	\$	\$
7	MES Mitered End Section Cleanout	300.0 HOURS	\$	\$
8	MES Mitered End Section repairs	20.0 HOURS	\$	\$
9	Tree Removal (< 6")	50.0 HOURS	\$	\$
10	Grading	75.0 HOURS	\$	\$
11	General Site Cleaning	50.0 HOURS	\$	\$
12	Tree Trimming/Brush line Trimming	400.0 HOURS	\$	\$
13	Vegetation Extraction	25.0 HOURS	\$	\$
<b>TOTAL ESTIMATED ANNUAL COST</b>				\$
14	Emergency Response (Fixed Fee Additional Charge Per Event)	N/A	\$	N/A

## **NOTES**

**Table 1** is the estimated total required for the annual purchase order for the new school year.

## **WORK SCENARIOS**

Use unit cost pricing from **Table 1** to provide costs for the following work scenarios. Extend all cost figures and enter a total for each scenario at the bottom of the table.

### Scenario 1

½ Acre wet pond

Labor Hours	Equipment/Work Needed	
2	Menzi	\$
4	Slope Mower	\$



## **BID PROPOSAL FORM**

3	Line Trimming	\$
1	Miter End Clean Out	\$
2	Miter End Repair	\$
<b>Total</b>		\$

### Scenario 2

1.8 Acre Wet Pond

<b>Labor Hours</b>	<b>Equipment/Work Needed</b>	
6	Menzi/Vegetation Removal	\$
8	Slope Mower	\$
6	Line Trimming	\$
2	Tree Trimming	\$
6	Dump Truck	\$
<b>Total</b>		\$

### Scenario 3

<sup>3</sup>/<sub>4</sub> Acre Dry Ditch

<b>Labor Hours</b>	<b>Equipment/Work Needed</b>	
4	Bush Hog	\$
3	Line Trimming	\$
12	500ft. Fence Line Clearing	\$
8	Menzi/Grade Work	\$
<b>Total</b>		\$

### Scenario 4

# **BID PROPOSAL FORM**

1 Acre Wet Pond

<b>Labor Hours</b>	<b>Equipment/Work Needed</b>	
4	Slope Mower	\$
3	Line Trimming	\$
2	Site Clean up	\$
3	<6" Tree Removal	\$
5	Dump Truck	\$
<b>Total</b>		<b>\$</b>

Carry over your calculated total cost from the scenarios that you completed and insert those totals into the form below.

<b>SUBMITTED BID PROPOSAL SUMMARY TOTAL</b>	
<b>WORK SCENARIO</b>	<b>TOTAL COST</b>
Scenario 1: (1/2) Acre Wet Pond	\$
Scenario 2: (1.8) Acre Wet Pond	\$
Scenario 3: (3/4) Acre Dry Ditch	\$
Scenario 4: (1) One Acre Wet Pond	\$

## **CUSTOMER REFERENCE FORM**

**TABLE 2: Customer References**

Provide a minimum of three customer references in Florida for whom you have provided **services of similar scope and size as described in this contract.** List the services performed in the last five (5) years which are related to maintenance and cleaning of roadside swales, drainage ditches & ponds.

<b>Customer Contact Information</b>	<b>Type of Service Agreement?</b>	<b>Contract Amount or Gross Annual Revenue</b>	<b>Year(s) Services Provided</b>
Customer Name: Address: City, State, Zip:       , Contact Person: Telephone:	<input type="checkbox"/> Continuing Term Contract <input type="checkbox"/> As Needed		
Customer Name: Address: City, State, Zip:       , Contact Person: Telephone:	<input type="checkbox"/> Continuing Term Contract <input type="checkbox"/> As Needed		
Customer Name: Address: City, State, Zip:       , Contact Person: Telephone:	<input type="checkbox"/> Continuing Term Contract <input type="checkbox"/> As Needed		
Customer Name: Address: City, State, Zip:       , Contact Person: Telephone:	<input type="checkbox"/> Continuing Term Contract <input type="checkbox"/> As Needed		

# **EVALUATION FORM**

## **BID EVALUATION FORM** **(Purchasing Office Use Only)**

**Vendor:**

	<b>ASSIGNED POINTS</b>	<b>TOTAL COST</b>	<b>SCORE</b>
Total Unit Costs (Table 1) #1-13	Possible 100		
Work Scenario No. 1 – ½ Acre Wet Pond	Possible 25		
Work Scenario No. 2- 1.8 Acre Wet Pond	Possible 25		
Work Scenario No. 3- ¾ Acre Wet Pond	Possible 25		
Work Scenario No. 4- 1.8 Acre Wet Pond	Possible 25		
Customer References (Table 2) (Deducted for missing refs.)			
	Reference #1	-5	
	Reference #2	-5	
	Reference #3	-5	
<b>TOTAL SCORE</b>			

## **PROPOSED SUBCONTRACTOR FORM**

**BID NO:**                **24-968-033**

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**PROJECT:**            **Maintenance and Cleaning of Retention Ponds, Ditches, Swales**

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Please provide a list of subcontractors that you intend to sub any portion of this project to in accordance with Florida Statute F.S.255.0515 and SREF 4.2 (d) (3).

<b>Type of Trade</b>	<b>Company Name</b>	<b>License Holder</b>	<b>License Number</b>	<b>Contact e-mail /phone</b>

If subcontractors are not going to be utilized for this project please sign here \_\_\_\_\_.

## **ADDENDUM ACKNOWLEDGEMENT FORM**

**ADDENDA ACKNOWLEDGMENT:** The undersigned also acknowledges the receipt of the following Addenda:

<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____
<i>ADDENDUM NO.</i>	_____	DATED	_____	<i>ADDENDUM NO.</i>	_____	DATED	_____

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_ (Name of entity  
submitting sworn statement) whose business address is  
\_\_\_\_\_
3. and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include  
the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.
4. My name is \_\_\_\_\_ and my relationship to the  
\_\_\_\_\_ (please print name of individual signing) entity name above is  
\_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state  
or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an  
agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for  
goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United  
States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of  
guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record  
relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry  
of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. as entity under the control of any natural person who is active in the management of the entity and who has been convicted  
of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders,  
employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares  
constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair  
market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A  
person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida  
during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification \_\_\_\_\_, and affixed his/her signature in

the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Form PUR 7068 (Rev. 11/89)



Proposing Firm: \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and mailing your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your bid or your bid will be declared non-responsive. **Submit Three (3) complete copies, 1 original marked as the original, 1 copy, and, 1 copy of the original on a flash drive.**

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Invitation to Bid Form 852-A.	1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of five (5) years as the same business entity	3
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of <b><u>three (3) contracts within five (5) years' experience</u></b> in storm water services of similar scope and size.	4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid Proposal Forms	14-17
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Customer Reference Form	18
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proposed Subcontractor Form	20
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>SWORN STATEMENT UNDER SECTION 287.133(3)(A), <u>FLORIDA STATUTES</u>, PUBLIC ENTITY CRIMES</b>	22-23

Items listed as **Requested** should be submitted at the time you submit your bid to facilitate the bid evaluation process, but will not be cause for declaring your bid non-responsive.

Verified by Bidders	Verified by Buyer	Verified by Evaluator	Description of Requested Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional)	25
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	26
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance including evidence of workers compensation coverage	29-30

## **DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, 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 Suppliers have a drug-free workplace program. In order to have a drug-free 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.

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AUTHORIZED SIGNATURE

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

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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 INSTRUCTIONS ON REVERSE SIDE \*\*\*\*\***

- (1) The prospective lower tier participant certifies, by submission of this bid, 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 attached an explanation to this bid.

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Organization Name

PR/Award Number or Project Name

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

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Authorized Signature(s)

Date

Form AD-1048 (1/92)

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 which this bid 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," "bid," "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 bid 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 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 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 a lower tier covered transaction that it 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 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.

Form AD-1048 (1/92)

# **Executive Order 12549--Debarment and Suspension**

**Source:** The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

**Sec. 3.** Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**Sec. 4.** There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

**Sec. 5.** The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

**Sec. 6.** The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

**Sec. 7.** The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

# INSURANCE SPECIFICATIONS FOR CONTRACTORS

*(present this information to your insurance agent)*

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The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverage's required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board **before** the contractor or any subcontractor is allowed to commence work on the project.

The School Board of Pinellas County shall be listed both as an **"Additional Insured"** and **"Certificate Holder"** on all insurance policies obtained by the contractor as the result of being awarded a contract; unless expressly prohibited by the insurance company. A written explanation of that insurance company's position will be attached to the Certificate of Insurance filed with the School Board of Pinellas County's Risk Management Department. Any requirement by the contractor's insurance company that an additional premium shall be required for the issuance of a Certificate of Insurance with the School Board of Pinellas County as an **"Additional Insured"** shall not excuse any failure to obtain the required insurance certificate. The School Board of Pinellas County requires a 10 notice of cancellation and a 30 notice for non-renewal.

The name of the insurance company(ies) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in **Best's Financial Strength Rating**. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in **Best's Financial Strength Rating**.

## ***1. GENERAL LIABILITY INSURANCE***

The contractor shall provide the ISO Commercial General Liability Policy. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the contractor or subcontractor providing such insurance.

The **Commercial General Liability Policy (CGL)** is a method of automatically providing a broad range of common coverage extensions to the CGL policy that firms often need and overlook. By having a CGL policy, it will reduce the overall cost of providing those other coverage's at a future date and allows for a wide distribution of those packaged coverage's.

The **CGL** policy shall provide coverage of at least the following items:

### **a) General Aggregate:**

- i) **Premises Operation** which will include XCU coverage except when work does not include foundation, structural work, pressure fired vessels or materials or construction techniques which could explode.
- ii) **Independent Contractor's Protective** which provides coverage for injury to others arising out of the independent contractors work. General Contractors may opt to provide this coverage in lieu of naming the School Board of Pinellas County as "Additional Insured".
- iii) **Broad Contractual Liability** which is liability assumed by the insured under any contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured's business. If excluded, exception for liability is assumed in an insured contract.

# INSURANCE SPECIFICATIONS FOR CONTRACTORS

*(present this information to your insurance agent)*

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## b) **Products and Completed Operations**

### c) **Personal & Advertising Injury Liability**

The contractor shall obtain insurance which shall at least meet the following minimum limits:

#### **For projects/contracts under \$500,000.00:**

- \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate.

#### **For projects/contracts \$500,000.00 and over:**

- \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate.

## **2. AUTOMOTIVE LIABILITY INSURANCE**

The contractor shall obtain Business Coverage Automobile Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- \$300,000.00 Combined Single Limit
- \$100,000.00 Bodily Injury (per person), \$300,000.00 Bodily Injury (per accident)
- \$100,000.00 Property Damage

## **3. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- State Worker's Compensation: Statutory
- Employer's Liability: \$100,000.00 Each Accident  
\$500,000.00 Disease, Policy Limit  
\$100,000.00 Disease, Each Employee

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# Pinellas County District Schools

## Bid Protest Procedure

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***Bidders who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.***

1. Any person who is adversely affected by the District decision or intended decision shall file with the Director of Purchasing a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the District decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be 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 which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
3. Upon receipt of the formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
4.
  - a) The District shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
  - b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable District rules before a person whose qualifications have been prescribed by rules of the District.
  - c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the District shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the District within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed District action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the District's proposed action is contrary to the District's governing statutes, the District's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed District action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended District action to reject all bids, the standard of review by an administrative law judge shall be whether the District's intended action is illegal, arbitrary, dishonest, or fraudulent.