



POLK STATE

Business Services

# ITB #17-01

## Invitation to Bid Lawn Maintenance Services

Due: May 22, 2017 at 4:00 pm  
[polk.edu/purchasing](http://polk.edu/purchasing)  
Contact: Mark Lillquist

# Table of Contents

Intent/Objective.....	1
Scope of Work.....	2
Polk State College Sites/Buildings.....	6
General Conditions, Instructions, & Information .....	13
General Information.....	16
Tentative Procurement Schedule.....	19
Insurance Requirements.....	20
Website .....	22
The Bidding Award Process.....	23
Special Terms & Conditions.....	24
Submittals.....	31

## Submittal Forms

Bid Response Form .....	34
Bid Information Form .....	35
W-9 Form .....	36
Drug-Free Workplace Form .....	37
Minimum Qualifications Form .....	38
Experience / Similar Projects Form.....	39
Summary of Litigation Form .....	40
References Form .....	41
Minority/Women-Owned Declaration Form .....	42

## Other Forms

Statement of No-Proposal Form .....	43
Check-List .....	44

<b>Submit Bid to:</b>  <b>Polk State College</b> <b>999 Avenue H, Northeast</b> <b>Winter Haven, Florida 33881-4299</b>  <b>Attn: Purchasing -</b> <b>Room WAD-139</b>		<h1 style="text-align: center;">Invitation To Bid</h1>	
<b>Contact: Mark Lillquist</b> <b>Director of Purchasing</b>  <b>Phone: 863-297-1083 Fax: 863-297-1085</b> <b>Email: mlillquist@polk.edu</b> <b>Website Home Page: www.polk.edu/purchasing/</b>		<b>ITB #:</b>  <h2 style="text-align: center;">17-01</h2>	
<b>Pre-Bid Conference Date: May 5, 2017 at 2 p.m. EST</b>		<b>ITB Title:</b>  <h2 style="text-align: center;">Lawn Maintenance Services</h2>	
<b>Pre-Bid Conference Location: Room WLR 104, at above address</b>			
<b>Bid Due Date &amp; Time: May 22, 2017 at 4:00 p.m.</b>		<b>ITB Issue Date: April 28, 2017</b>	
<b>Contract Start Date: July 1, 2017</b>			
<b>Dedicated Webpage for this procurement: http://www.polk.edu/purchasing/bids-itbs/17-01/</b>			
<b>Location of Public Opening:</b>  <b>Room WAD-236, at above address, Administration Bldg.</b>			
<p><b>1. Intent / Objective:</b></p> <ul style="list-style-type: none"> <li>a. The intent of this Invitation to Bid (ITB) is to select one or more service agencies for providing lawn maintenance services.</li> <li>b. Polk State College (PSC) utilizes the services of professional landscapers to provide lawn maintenance services for its Winter Haven campus, Lakeland campus, Public Safety Center, JD Alexander Center, Lake Wales Art Center, Advanced Technology Center, and vacant College property in Haines City.</li> <li>c. In order to avoid disruption of classes, <b>all service calls shall be performed on weekends</b> unless directed otherwise.</li> </ul>			

# Scope of Work

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## 1. Definition of "Service Call"

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- a. "Service Call" shall be defined as the regularly-scheduled maintenance visits and include the following:
  - 1) Grass mowing
  - 2) Edging - no weed-eater shall be used unless approved by PSC's Representative
  - 3) Pruning
  - 4) Trimming
  - 5) Weeding
  - 6) Trash pick-up/removal - paper, cans, cigarette butts, etc.
  - 7) Landscape Maintenance Debris Removal and Disposal
  - 8) Power blowing and vacuuming of all parking lot surfaces, sidewalks, loading docks, etc.
  - 9) Herbicides / Chemical Weed Killer
- b. Services performed for each of the above items are further delineated in this section.

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## 2. Services to be Performed During Each Service Call

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- a. The following is a general description of services required (clarification of items 1a above) at both locations:
  - 1) **Grass Mowing:**
    - a) All grass shall be cut to a uniform height of 3 ½" during November through March, and 3" during April through October.
    - b) Areas that cannot be mowed using a large mower due to slope, contour, or soil condition shall be mowed with a small power mower (NO WEED EATERS).
    - c) Contractor shall make every effort not to cause "scalping" while mowing any area.
  - 2) **Edging:**
    - a) Shall be performed using only an edger.
    - b) Weed eaters may only be used along fences, around sign posts, etc.
    - c) All shrub beds, tree rings, sidewalks, curbs, and parking lots shall be edged.
    - d) Edging shall not be considered completed until undesirable material has been removed.
  - 3) **Pruning:**
    - a) All hedges shall be pruned weekly, to a uniform height, but not so low as to be a detriment to the plant.
    - b) Shrubs shall be shaped as necessary.
    - c) All trees shall be kept clear of dead, unsightly or hazardous limbs up to a height of 15'.
    - d) All palm trees shall be trimmed yearly, preferably during March - April or as directed by PSC's Representative.
    - e) Crepe Myrtles shall be pruned during January and February.
    - f) All shrubs, trees, and hedges shall be free of dead frost/cold-damaged branches by April 15 each year.
    - g) Palm trees will be trimmed of dead/excess fronds and cleaned of unwanted seed pods and debris. No green fronds shall be removed unless approve by site Representative.
    - h) All oak trees will be trimmed to a height of 15' to allow clear visibility and eliminate low hanging branches.
    - i) All trees will be trimmed away from buildings and canopy structure to allow 8' clearance between tree and structures.
  - 4) **Trimming:**
    - a) All areas which are inaccessible to mowing machinery will be trimmed in conjunction with the mowing schedule
    - b) Weed-eaters are acceptable.

- 5) **Weeding:**
  - a) Weeding shall be performed on a weekly basis.
  - b) After weeding, the area shall be free of weeds.
  - c) Shrub beds and tree rings shall be hand-pulled only.
  - d) Walkways, curbs/parking lot areas, transformer areas, dumpster areas, and storage areas, etc. may be weeded via chemical spray.
    - i. All chemical sprays must receive approval from the PSC's Representative prior to application at any site.
- 6) **Trash Pick-up and Removal:**
  - a) Trash pick-up shall include, by way of example and not limited to: bottles, glass, cans, paper scraps, and cigarette butts.
  - b) Trash must be picked up and removed from the entire campus.
  - c) Trash other than landscape material picked up on site may be disposed of in dumpsters.
- 7) **Landscape Maintenance Debris Removal and Disposal:**
  - a) Contractor shall be responsible for the prompt and complete removal of all:
    - i. Leaves and acorns.
    - ii. Cuttings and trimmings.
    - iii. Branches and all other seasonal or storm damage debris, such as leaves and palm fronds must be picked up and removed.
    - iv. All debris which is a result of this contractual service.
    - v. Dead and dying plant life.
      - a. Responsibility for cause of plant injury/death shall be made by PSC.
        1. The Contractor shall be responsible for replacing all dead and dying plant life caused by Contractor's negligence. PSC shall replace all other dead and dying plant life.
  - b) Contractor shall not use PSC dumpsters to dispose of landscape maintenance debris.
  - c) Disposal of any landscape materials shall be Contractor's responsibility.
- 8) **Power Blowing and Vacuuming:**
  - a) The following shall be "power blown" or vacuumed at the conclusion of each Service Call:
    - i. all parking lot surfaces
    - ii. sidewalks
    - iii. entrance areas
    - iv. loading dock areas
    - v. exit door areas
    - vi. concrete pads
  - b) All sewer grates and storm drains shall be kept clear of debris.
  - c) Any roadway within the confines of a specific site shall be blown a distance of two feet (2') from curb.
  - d) When complete, the site shall be totally free of debris.
  - e) Contractor shall take great care to direct all power blowing operations away from automobiles.
- 9) **Herbicides Chemical Weed Killers:**
  - a) All chemicals (herbicides) shall be provided by Contractor.
  - b) **Shrub Beds** - Herbicide use in shrub beds is to be limited to the existing mulched bed areas only. Shrub bed areas shall not be increased or decreased in size unless authorized by PSC's Representative.
  - c) **Tree Rings** - Herbicide use around trees shall be limited to the following areas:
    - i. **Trees under 12 inches** in diameter shall have a weed free area of up to 6 inches away from the base of tree. (Example: 4 inch diameter tree shall have a tree ring no greater than 16 inches in diameter.)
    - ii. **Trees 12 inches and over** in diameter shall have a ring no greater than 2 times that trees trunk diameter. (Example; 16 inch diameter tree shall have a tree ring no greater than 32 inches in diameter.)

- d) **Pre-Emergent and Post Emergent Herbicides** shall be applied in a manner consistent with Standard Horticultural Practices, and in strict accordance with the manufacturer's label.
- e) **Chemical Weed Killer Use:**
  - i. The use of a chemical weed killer will be reviewed during each Service Call.
  - ii. Contractor shall use indicator or tracking dye on PSC sites.
  - iii. Areas where weed killer may or may not be used shall be defined at each site.
  - iv. Prior to use of any chemical weed killer, the Contractor shall submit a written request to the PSC's Representative specifying the brand name of the proposed weed killer, including a material safety data sheet.
  - v. Use of herbicide spray will be perceived as adequate weed control service if applied properly, according to label direction, and if weather conditions are as follows; 5 M.P.H. winds or less to prevent possible drift and appropriate drying period to ensure effective weed control.
  - vi. If weeds persist beyond the second kill period of herbicide application, manual removal is necessary. The PSC's Representative shall determine if a weed killer has been improperly applied at which time, if such occurs, the Contractor shall immediately discontinue use of chemical weed killer at all sites and shall be responsible for replacement of all damaged plants, shrubbery, trees, or sod.
  - vii. The Contractor shall remain responsible for weeding all necessary areas at each site, during each subsequent service call without the use of chemical weed killer at no additional cost to PSC.
- f) **Herbicide Damage** - Any shrubs, trees, or turf damaged due to the use of herbicides shall be immediately replaced by the Contractor at the Contractor's expense.

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### 3. Fertilization

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- a. Contractor will provide all labor and materials to fertilize lawns, palms, shrubs, and ground cover to maintain proper nutrient base and provide a consistent, healthy appearance.
- b. Turf, palm trees, shrubs, and ground cover will be fertilized with seasonally formulated products, including a well-balanced, slow-release fertilizer. Seasonally refers to "winter" and "summer." Palm tree micro-nutrients are to be added based on the type of palm type and season.
- c. Fertilizer product will be selected based on plant type and season.

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### 4. Rough-Cut Mowing at the Lakeland Campus

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- a. Areas highlighted on the service area map on **page 7** shall be rough-cut mowed ("bush-hog") only 10 times per year.
  - 1) Service Months: February through November
  - 2) No service: December and January
- b. Pricing for the rough-cut mowing is not included in the regular Service Call as defined on **page 2**, Section 1.
- c. Pricing for rough-cut mowing shall be provided on the Bid Response Form, **page 34** item #3.

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### 5. Rough-Cut Mowing at the Vacant College Property, N.E. Ridge, Haines City, FL

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- a. Areas highlighted on the service area map on **page 12** shall be rough-cut mowed ("bush-hog") only 10 times per year.
  - 1) Service Months: February through November
  - 2) No service: December and January
- b. Pricing for the rough-cut mowing is not included in the regular Service Call.
- c. Pricing for rough-cut mowing shall be provided on the Bid Response Form.
- d. Edge trim at all curbs, signs, and utility boxes. Edging shall not be considered completed until undesirable material has been removed.

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### 6. College Locations

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College locations are noted in **page 17**, Section 12.

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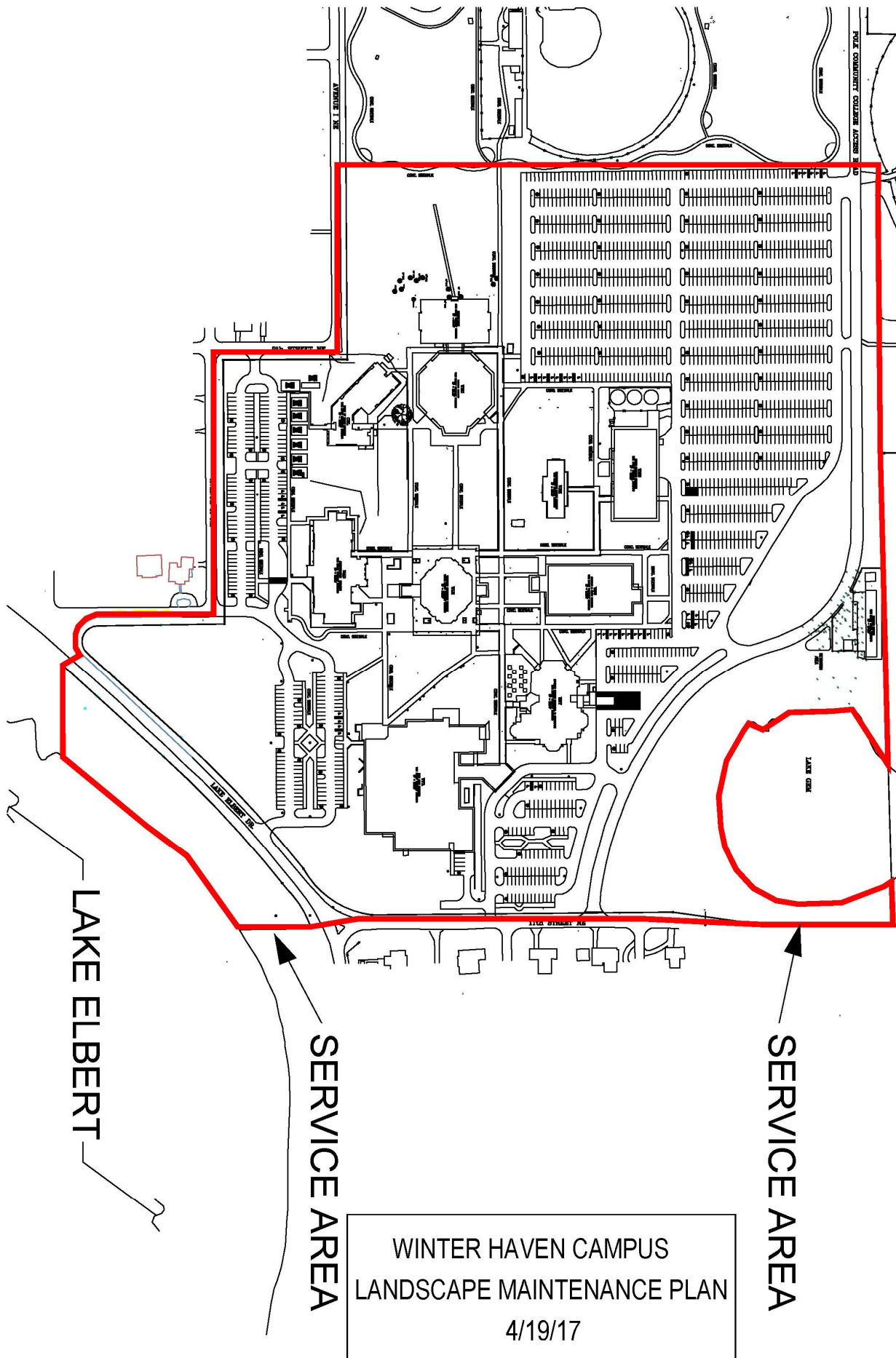
**7. Additional Services**

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- a. Annuals: Contractor shall supply labor and material 4” tall annuals based on plant type and season per the following locations. Exact locations shall be coordinated with the appropriate site representative.

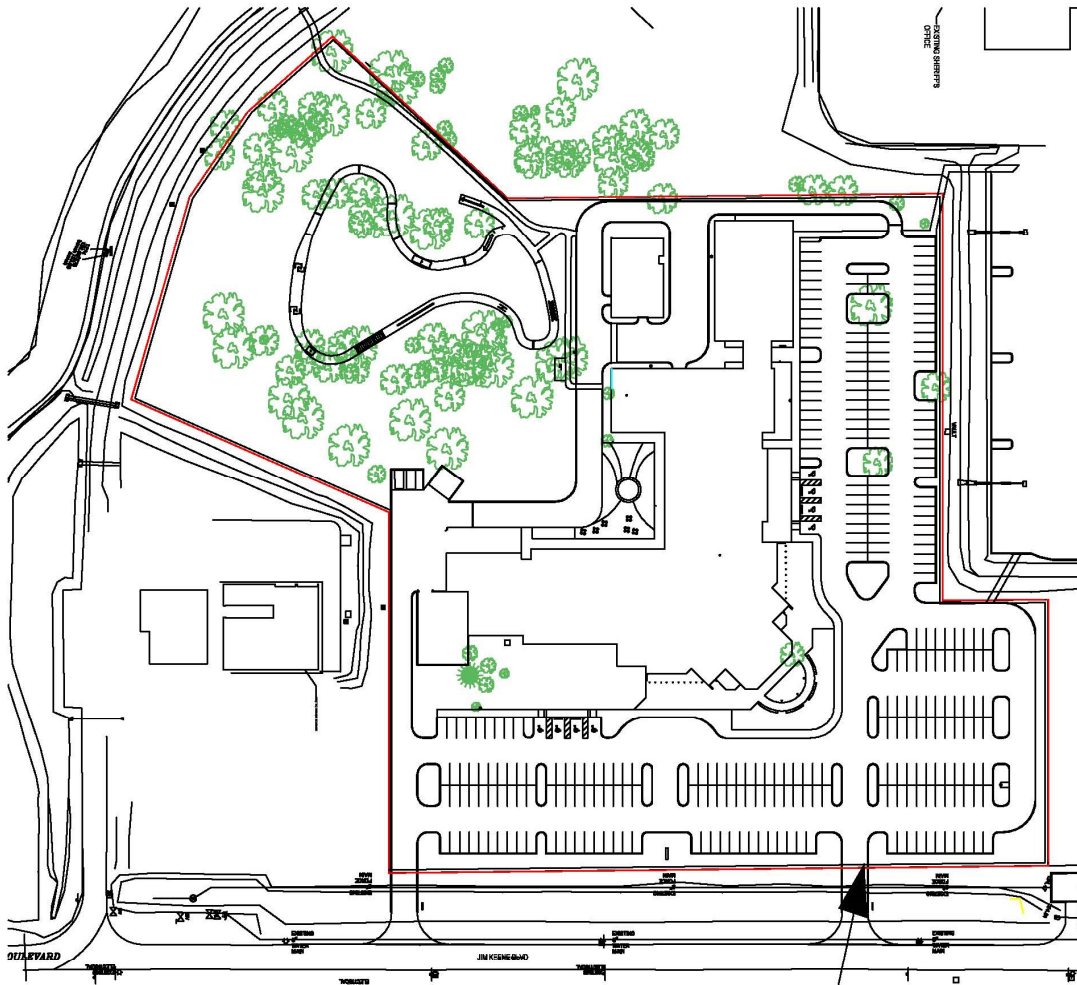
Location	Plant quantity	Duration
Winter Haven Campus	300	2x per year
Lakeland Campus	300	2x per year
ATC	150	2x per year
CPS	150	2x per year
JDA	100	2x per year
LWAC	100	2x per year

- b. Mulch: On an “as needed” basis at the request of the College, Contractor will supply labor and material necessary to install bagged large-size pine bark for the College. Pine bark shall be priced per yard. Minimum order of 5-6 yards.
- c. Tree Removal: On an “as needed” basis, Contractor will supply labor and equipment for removal and proper disposal of trees. Rate will be per tree removed. Two (2) size rates shall be provided One for trees up to 25’ in height and one for trees between 25’ -1” in height up to 40’ in height. All removals shall include stump grinding or stump removal where applicable.





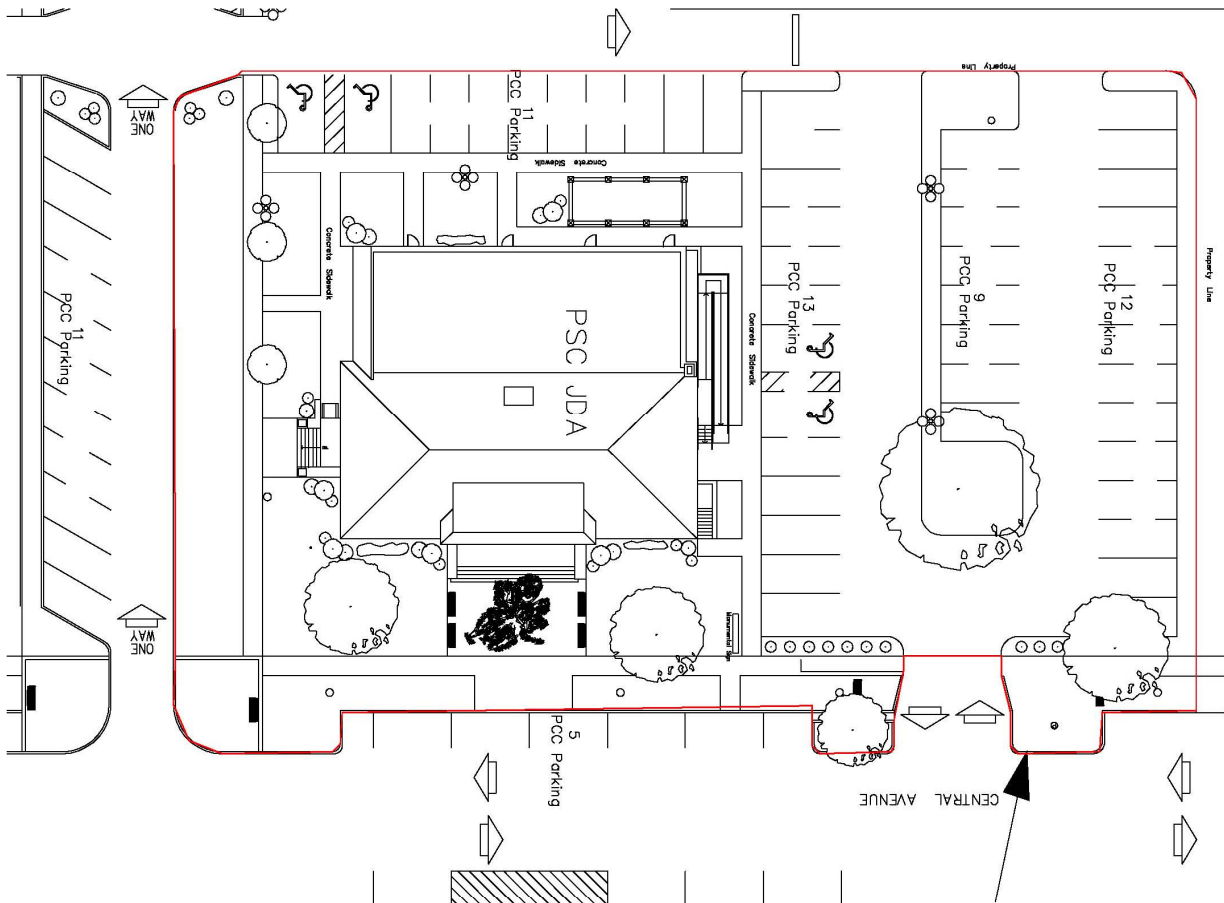




SERVICE AREA

CENTER FOR PUBLIC SAFETY  
LANDSCAPE MAINTENANCE PLAN

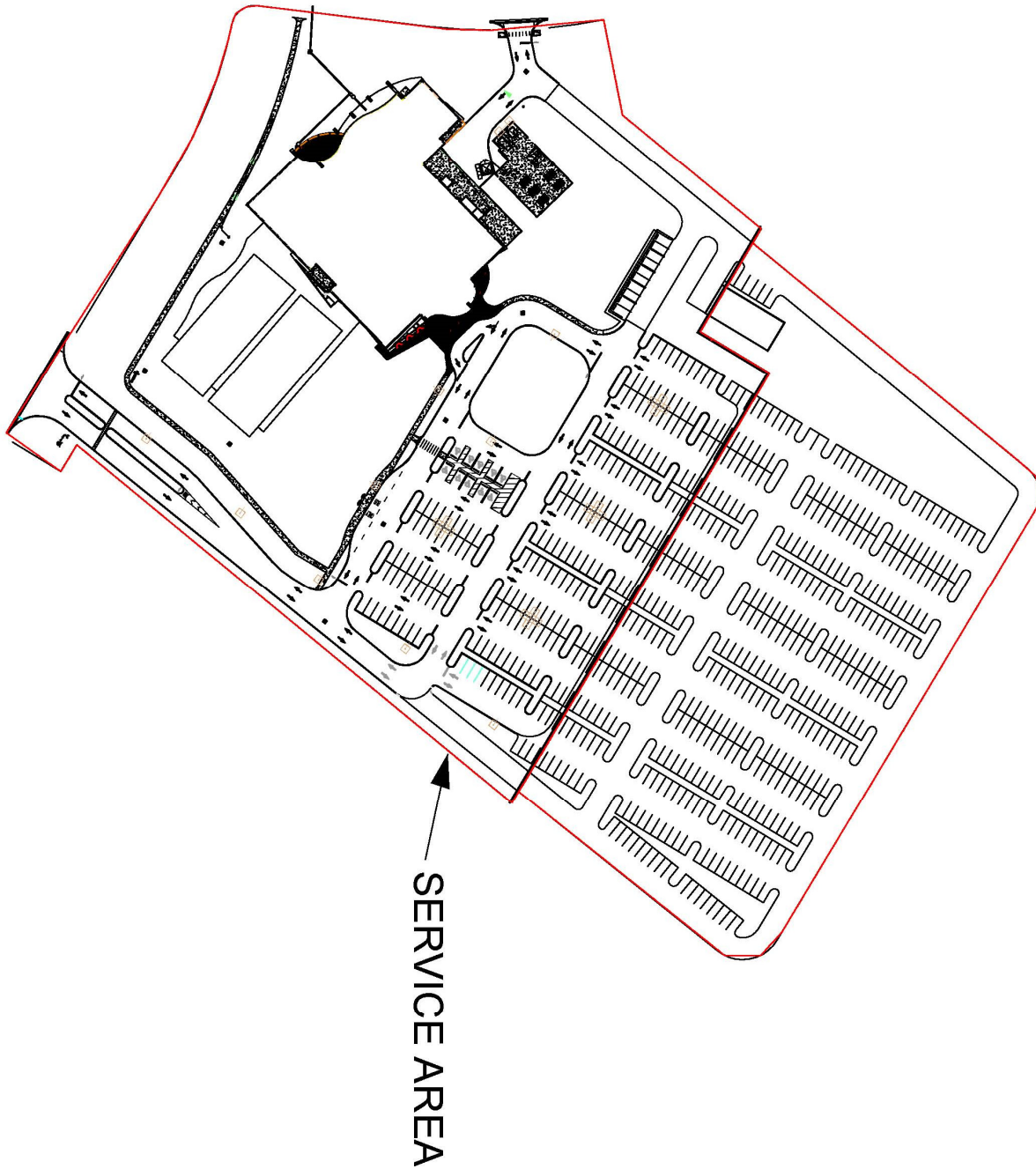
4/19/17



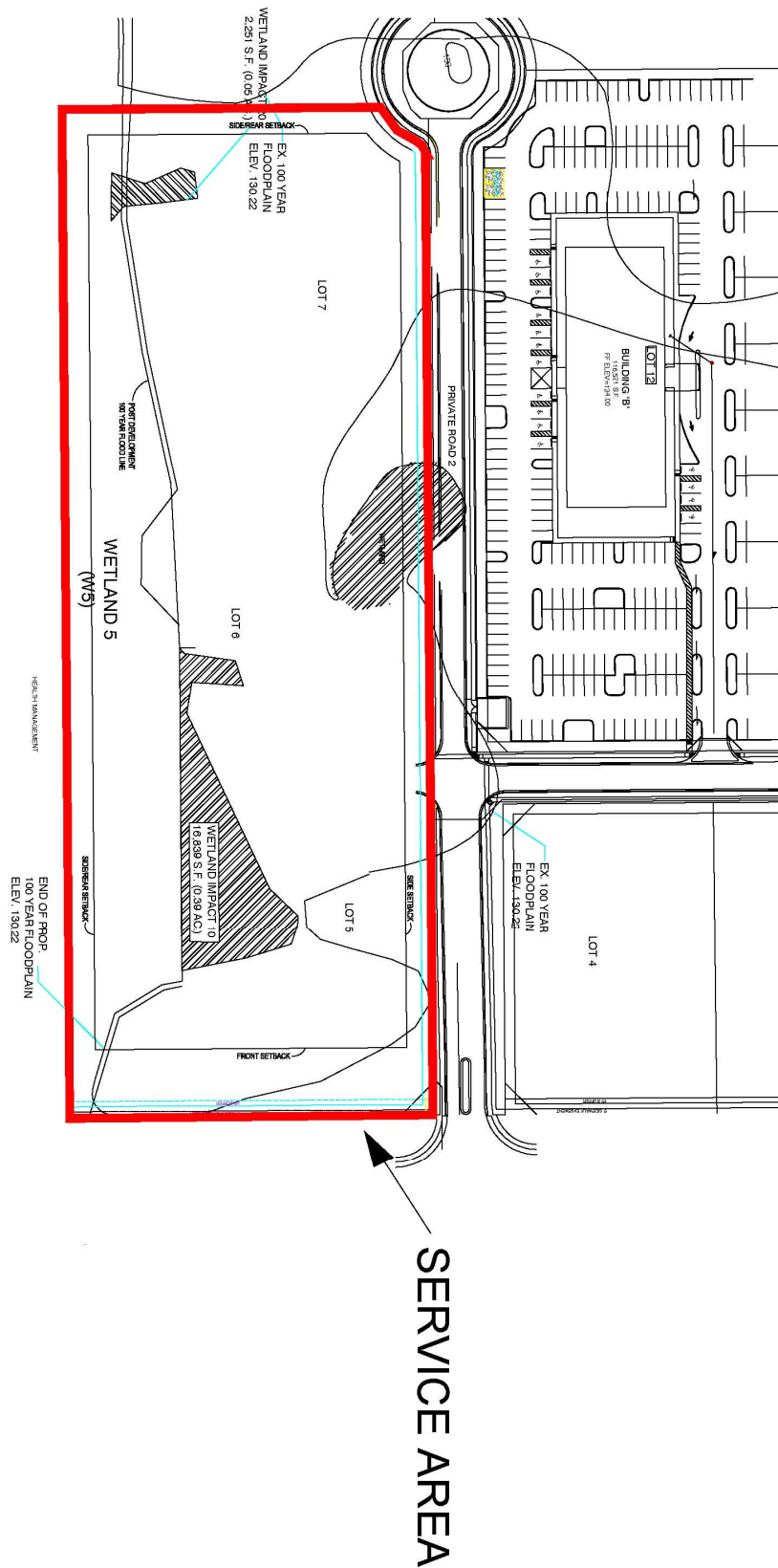
SERVICE AREA

JD ALEXANDER LAKE WALES  
LANDSCAPE MAINTENANCE PLAN  
4/19/17





ATC BARTOW  
LANDSCAPE MAINTENANCE PLAN  
4/19/17



NORTH RIDGE PROPERTY  
LANDSCAPE MAINTENANCE PLAN  
4/19/17



# General Conditions, Instructions & Information for Bidders

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These documents constitute the complete set of terms and conditions, specification requirements, Scope of Work, and bid forms.

## 1. **Definitions:**

- ITB: Invitation to Bid. A formal request soliciting bids. Includes specifications or Scope of Work and all contractual terms and conditions.
- Bid: An offer in response to an ITB.
- Bidder: Company/person which submits a Bid in response to an ITB. An Offeror.
- Responsive Bidder: A Bidder who has submitted a Bid which conforms in all material respects to the requirements stated in the ITB.
- Responsible Bidder: A Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- Contractor: An individual or company awarded the ITB/contract.

2. **Contact:** Any questions, recommended changes to the ITB documents, or other matters regarding this ITB must be directed to the Purchasing Department.

All prospective Bidders are hereby instructed not to contact any member of the District Board of Trustees or Polk State College (Polk State) staff other than the noted contact person regarding this ITB or their bid **prior to approval of award by the District Board of Trustees**. Any such contact shall be cause for disqualification. **Exception:** Contact may be made during the pre-bid conference and oral presentations.

3. **Due Date/Time:** The bidder may submit the bid in person or by mail/courier service. Polk State cautions Bidders to ensure actual delivery of mailed or hand-delivered Bids prior to the deadline set for receiving Bids.

A list of bids received will be available on the dedicated webpage at:

<http://www.polk.edu/purchasing/bids-itbs/>

Additionally, telephone confirmation receipt of the bid may be made by calling Polk State's Purchasing Department.

4. **Late Submittals:** The time and date will be scrupulously observed. **Bids received after the specified time and date shall be returned unopened.**

Polk State will not be responsible for late deliveries or delayed mail. The time clock located at the Purchasing Department shall serve as the official authority to determine lateness of any Bid.

Receipt of the Bid in the Purchasing Department after the time and date specified shall result in the rejection of the offeror's Bid.

5. **Registration:** Bidders who obtain ITB documents from other sources or directly from the website must officially register with Polk State's Purchasing Department in order to be placed on the mailing list for any forthcoming addenda or official communications.

Polk State shall not be responsible for providing addenda to bidders who receive ITB documents from other sources.

Failure to register as a prospective bidder may cause a bid to be rejected as non-responsive if the bid does not include an addendum acknowledgement for the most current addendum.

6. **Public Opening:** Bids shall be received at the Purchasing Department at the above referenced address by the specified time and date. As soon as possible thereafter, the names of the Bidders shall be read off at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening.

A list of bidders will be posted in the Purchasing Department and on its website.

7. **No Bid:** If not submitting a bid, respond by returning only the Statement of No Bid (**page 43**) and give the reason in the space provided. Failure to submit either a bid or a Statement of No Bid shall be cause for removal of the Bidder from the mailing list. The form may be faxed to 863-297-1085, emailed to [purchasing@polk.edu](mailto:purchasing@polk.edu) or sent via regular mail.

8. **Delays:** Polk State, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of Polk State to do so. Polk State will notify Bidders of all changes in scheduled due dates by written addendum.

9. **Bid Withdrawal:** Bidders may withdraw their bids by notifying Polk State in writing at any time **prior** to the time set for the deadline. Bidders may withdraw their bids in person or through an

authorized representative. Bidders and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the bid. Once opened, bids become the property of Polk State and will not be returned to the Bidders.

**10. Additional Information:** No additional information may be submitted or follow-up performed by any Bidder after the stated due date outside of a formal presentation to the ETeam, unless specifically requested by Polk State.

**11. Inquiries:** All Bidders shall carefully examine the ITB documents. Any ambiguities or inconsistencies shall be brought to the attention of Polk State in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretations of the ITB documents shall be requested in writing, and received by Polk State's Purchasing Department by **4:00 p.m. on May 12, 2017.**

All questions must be emailed to [mlillquist@polk.edu](mailto:mlillquist@polk.edu), using subject line: **ITB #17-01 Questions.**

Such inquiries regarding this ITB outside a re-bid conference must be submitted in writing to Polk State's Purchasing Department. Polk State will provide written answers to the questions in the form of written addendum to all Bidders who have received the ITB. Polk State will not be responsible for any oral instructions made by any employee(s) of Polk State in regard to this ITB.

**12. Addendum:** Should any revisions/clarifications/supplemental instructions be needed, Polk State will issue a written addendum to all Bidders who received an ITB package from Polk State's Purchasing Department.

Bidders shall sign, date, and return the **acknowledgement page** of the latest/final addendum with their Bids. Previous addenda will be deemed received. It is the Bidder's responsibility to contact Polk State's contact person in the event that a previous addendum is not received.

All bidders should **check the website** at least **seven (7) calendar days** before the date fixed for receiving the Bids to ascertain whether any addendum has been issued.

**13. Termination:** If the awarded contract is terminated or canceled within the first year of the contract period, Polk State may elect to negotiate and award the contract to the next-ranked Bidder or to issue a new ITB, whichever is determined to be in the best interest of Polk State.

**14. Bid Preparation Costs:** Neither Polk State nor its representatives shall be liable for any expenses incurred in connection with the

preparation of a bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the ITB.

**15. Accuracy of Bid Information:** Any Bidder which submits in its bid to Polk State any information that is determined to be substantially inaccurate, misleading, exaggerated, incomplete, false, or incorrect shall be disqualified from consideration and may be disqualified from applying for other Polk State work for a period of up to three (3) years.

- a. All photos, images, schematics, and drawings of buildings that are included in Bids must be properly cited.

**16. News Releases:** The Bidder shall obtain the prior approval of Polk State for any news releases or other publicity pertaining to this ITB or the service, study, or project to which it relates.

**17. Public Entity Crimes:** In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List."

This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime.

No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.<sup>00</sup>) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the ITB forms, Bidders attests that they have not been placed on the "Convicted Vendor List."

**18. Public Records:** Upon award recommendation or 10 calendar days after opening, whichever occurs first, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(m) and 119.071(1)(b), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the ITB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Bids may be reviewed at the Purchasing office.

**19. Acceptance / Rejection:** Polk State reserves the right to reject all Bids, to waive any informalities and technicalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety.



Polk State reserves the right to make the award to that Proposer who, in the opinion of Polk State, will be in the best interest of and/or the most advantageous to Polk State.

Polk State reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on-time contracts or who, in Polk State's opinion, is not in a position to perform properly under this award. Polk State reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing.

**20. Familiarity with Laws:** All Bidders are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this ITB.

Relevant laws may include, but are not limited to:

1. The Americans with Disabilities Act of 1990
2. OSHA regulations
3. All Civil Rights legislation
4. Office of Education 6A-14
5. State Requirements for Educational Facilities (SREF)
6. Florida Statute 1013 (K-20 Education Code – Educational Facilities)
7. Florida Building Code

**21. EEO Statement:** Polk State is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, national origin, ethnicity, sex, age, religion, sexual orientation, marital status, veteran status, genetic information, disability, or pregnancy.

**22. Conflict of Interest:** All Bidders must disclose with the bid the name of any officer, director, or agent who is also an employee of Polk State. All Bidders must disclose the name of any Polk State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm.

**23. Affirmation:** By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this ITB and the resulting contract.

**24. Precedence:** Any and all verbiage hereafter which varies from these guidelines shall have precedence.

**25. Compliance with Laws:** No laws, rules, regulations, or statutes, etc., may, or will, or are intended to be, superseded by any verbiage herein.

**26. College Closing:** In the event that Polk State is closed on the due date because of weather or other event(s), the due date shall be automatically and officially changed to 4:00 p.m. on the next business day without the need for an addendum to be issued.

**27. Clarifications:** Polk State reserves the right to request clarification of information submitted, and to request additional information of one or more Bidders if needed.

# General Information

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## 1. Pre-Bid Conference

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- a. A **Non-Mandatory** Pre-Bid Conference will be held at the address, date, and time as specified on Page 1 of the ITB, open to all interested parties, at which time Polk State College staff will be present to answer questions and explain the intent of the ITB Documents. At this meeting, any suggested modifications may be presented in writing to, or discussed with, PSC's representative(s) as a possible addendum to the ITB. Any conclusions reached at this conference which amend the ITB Documents will be issued in the form of an Addendum. **Attendance is not mandatory but is encouraged.**
- b. The tentative Agenda is available on the dedicated website.
- c. **Your representative who attends this meeting should have read the entire ITB document prior to this meeting.**
- d. **REMINDER:** Please note that although the location of the Pre-Bid Conference is in room WLR 104 and formal bid opening is in room WAD 236, **Bids should not be submitted to either of these locations.** Your Bid must be submitted to PSC's Purchasing Department at the Winter Haven campus in **room WAD 139** on the first floor of the Administration Building.

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## 2. Gifts

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- a. Polk State College's District Board of Trustees Rule 3.32 states the following, in part:
  - 1) College employees may not accept or solicit any gift [see F.S. 112.312(12)(a) and F.S. 112.312(12)(b)] of any kind (except as otherwise provided within this rule) from any person or entity (a prohibited source) who:
    - a) is seeking official action by the employee or College
    - b) does business or seeks to do business with the College
  - 2) Please govern yourselves accordingly.

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## 3. Familiarity with Sites

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- a. Each Bidder shall take a self-directed tour of the College locations that are part of this bid prior to the Pre-Bid Conference. College locations are noted in Section 12 (**page 17**). Coordinate site visits through the Purchasing Department.
- b. By submitting a bid, the Bidder acknowledges that he or she is familiar with the sites and the scope of work prior to submitting a bid.
- c. Failure of Bidder to be familiar with the service requirements for a project of this size and complexity does not relieve the Contractor of the responsibility for completion of all required service.

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## 4. Safety Program

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- a. Provide a copy of Bidder's Safety Program/Plan to include, but not be limited to:
  - 1) Management's Safety Policy Statement
  - 2) Hazard Assessment & Safety Planning Processes
  - 3) Occupational Safety and Health / Staff Training plans
  - 4) Employee Handbook
- b. Also see **page 27**, Section 20.

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## 5. Measurements

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Any measurements noted are only estimates

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## 6. Bid Award

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Polk State College intends to award to both a primary supplier and a secondary supplier.

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## 7. Bid Extension

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Polk State College reserves the right to extend the time period of acceptance of the bids submitted, including all terms and conditions of the Bid Documents, by mutual agreement in writing.

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**8. Certification of Independent Price Determination**

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- a. By submission of this bid, the Bidder certifies that in connection with this procurement:
  - 1) The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
  - 3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
  - 4) Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to PSC by any other provision of the bid award.

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**9. Purchasing Agreements with other Public Agencies**

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- a. All proposers submitting a response to this ITB agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should proposers feel it is in their best interest to do so.
- b. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchasing, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Request for Proposal.
- c. This agreement in no way restricts or interferes with the right of any political subdivision to re-bid any or all items.

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**10. Licenses / Permits**

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- a. It shall be the responsibility of the contractor to obtain, at no additional cost to Polk State College, any and all licenses and permits required to complete the contractual services.
- b. These licenses and permits shall be readily available for review by Polk State College's Director of Purchasing or his/her designee.

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**11. Exclusive Rights:**

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- a. The contract will NOT grant exclusive rights to all lawn maintenance services requirements of Polk State College.
- b. Polk State College Soccer Field located at the Lakeland Campus is not included in the scope of work for this ITB.

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**12. PSC Locations**

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Winter Haven Campus  
999 Avenue H, NE  
Winter Haven, FL 33881

JD Alexander Center  
152 East Central Avenue  
Lake Wales, FL 33853

Center for Public Safety (CPS)  
1251 Jim Keene Boulevard  
Winter Haven, FL 33880

Vacant Property  
Polk State College N.E. Ridge  
39886 US Hwy. 27N  
Haines City, FL. 33844

Lakeland Campus  
3425 Winter Lake Drive  
Lakeland, FL 33803

Lake Wales Art Center  
1099 SR 60 East  
Lake Wales, FL 33853

Advanced Technology Center (ATC)  
310 Technology Drive  
Bartow, FL 33830

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### **13. Budget**

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The current annual expenditure is approximately \$185,951.00

# Tentative Procurement Schedule

1. The tentative schedule for this procurement is as follows:

Date	Item, Location & Time
April 28, 2017	ITB advertised and released (distributed)
May 5, 2017	Pre-Bid Conference – Non-Mandatory <i>Room WLR 104 at 2:00 p.m.</i>
May 12, 2017	Cut-off for Bidder's questions
May 22, 2017	Bids Due <i>Deliver to Purchasing, Room WAD 139 by 4:00 p.m.</i> <i>Formal opening in Room WAD 236 immediately thereafter</i>
May 23, 2017	Reference check
May 30, 2017	Recommendation to President for Award

2. The above tentative schedule is subject to change. All changes will be posted on the website.
3. Polk State College's Calendar is available online at:

<http://www.polk.edu/currentstudents/Pages/AcademicCalendar.aspx>

# Insurance Requirements

## 1. Applicability

- a. Only the awarded firm must comply with the following insurance requirements.
- b. Please do NOT include a certificate of insurance with your bid.
- c. The selected firm will be required to provide a certificate of insurance at the time of contract execution.

## 2. Requirements

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

Insurance Limit Requirements	
Type of Insurance	Minimum Limits of Liability
<b>General Liability:</b> Comprehensive Commercial General Liability including Products Liability	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate
<b>Automobile Liability:</b> owned, non-owned, and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident
Waiver of Subrogation Endorsement	Show Polk State in Schedule
Excess Liability or Umbrella	\$5,000,000 each occurrence
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and Funds Transfer
Worker's Compensation	\$100,000 each accident or disease \$500,000 aggregate
Employer's Liability	\$500,000 each accident \$500,000 each employee - disease \$500,000 policy limit – disease

## 3. Conditions

- a. Policies must be written by an insurance company authorized to do business in Florida.
- b. Policies other than Worker's Compensation shall be issued only by companies authorized by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VI" or better according to the A.M. Best Company.
  - 1) Ratings may be verified by Polk State College at <http://www.ambest.com/>.
- c. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- d. Contractor shall furnish Polk State College **certificates of insurance**, which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been endeavored to be made to Polk State College.
- e. Contractor shall include Polk State College as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the contract. All of contractor's sub-contractors shall be

required to include Polk State College and contractor as **additional insured** on their General Liability insurance policies.

- f. It is preferred that all policies are in **occurrence** form. "Claims made" insurance policies are **not** acceptable, unless there is an extended claims reporting period of five (5) years.
- g. Defense must be in addition to the limits of liability.
- h. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by Polk State College.
- i. In the event the Bidder is a governmental entity or a self-insured organization, different insurance requirements may apply.
- j. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies, or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.
- k. A sample ACORD Certificate of Liability Insurance is available on the dedicated website as a reference. The verbiage and alterations which will be required to be made to the form are shown for informational purposes. To expedite the provision of proof of insurance to Polk State College, Bidders are encouraged to forward the sample form to their insurance companies.

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#### **4. Misrepresentation**

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Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies, or capabilities may be grounds for rejection of the Bid and rescission of any ensuing contract.

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#### **5. Sample of reference**

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- a. A sample ACORD Certificate of Liability Insurance is available on the dedicated website as a reference. The verbiage and alterations which will be required to be made to the form are shown for your information.
- b. To expedite the provision of proof of insurance to Polk State, Bidders are encouraged to forward the sample form to their insurance companies.

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#### **6. Governmental entities**

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In the event the bidder is a governmental entity, different insurance may apply.

# Website

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## 1. Purchasing Department's Website

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The Purchasing Department's website can be found at:

[www.polk.edu/purchasing/](http://www.polk.edu/purchasing/)

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## 2. ITB #17-01 Dedicated Webpage

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a. The dedicated webpage(s) for use during the procurement process is located at:

<https://www.polk.edu/purchasing/bids-itb17-01/>

b. The following documents and information will be posted on the dedicated webpage:

- 1) Addenda
  - 2) Bid Submittal forms (in MS Word format)
  - 3) Bid Tabulation
  - 4) Recommendation for Award
  - 5) Award
  - 6) Other information related to this ITB
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## 3. Directions to Campus/Site Locations

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Maps and directions to Polk State's campus/sites are available at:

<http://www.polk.edu/locations>



# The Bid Award Process

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## 1. Familiarity with Sites

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- a. By submitting a bid, the Bidder acknowledges that he or she is familiar with the sites and the scope of work prior to submitting a bid.
- b. Failure of Bidder to be familiar with the service and maintenance requirements of a project of this size and complexity does not relieve the Contractor of the responsibility for completion of all required service.

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## 2. Certification of Independent Price Determination

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- a. By submission of a Bid, the Bidder certifies:
  - 1) The prices in this Bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.
  - 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
  - 3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
  - 4) Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to Polk State by any other provision of the bid award.

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## 3. Bid Opening

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- a. The Public Bid Opening will be held in Room WAD 236 on Polk State's Winter Haven Campus. All interested parties may attend.
- b. Only the Bidders' names and totals shall be read aloud at the Public Bid Opening. Prices for each line item will not be identified at that time.
- c. Persons with disabilities needing assistance to participate in the Public Bid Opening should call the Director of Purchasing at least 48 hours in advance of the meeting.

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## 4. Discounts

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Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

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## 5. Posting of Recommendation for Award

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- a. The recommendation for award will be posted for review by interested parties at the Purchasing Department prior to submission to the President for approval of award, and will remain posted for a period of at least two (2) working days.
- b. Additionally, the recommendation for award will be posted on the dedicated Internet webpage.

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## 6. Award

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- a. Recommendation for Award shall be made for the **lowest, responsive, responsible Bidder** and in the best interest Polk State may require.
- b. As the best interest of Polk State may require, the right is reserved to make award(s) with one or more suppliers.
- c. Polk State reserves the right to reject any or all Bids received, and may, at its sole discretion, re-bid for these services or abandon the project in its entirety. Bidders are cautioned to make no assumption until Polk State has entered into a contract or issued a purchase order.
- d. Award will be made by either Polk State's President or as otherwise required by internal procedures.

# Special Terms & Conditions (Post Award)

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## 1. Term of Contract

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- a. Any contract resulting from this ITB will be for a three (3) year period beginning on July 1, 2017, and continue until June 30, 2020, subject to earlier termination or cancellation as provided for in **page 24, Sections 2, 3, and 4.**
- b. The Contract may be renewed for two (2) additional one (1) year periods upon mutual agreement of both parties.
- c. The Contractor shall notify Polk State no less than ninety (90) days prior to the expiration date of the contract of their desire to extend the Contract. This is to ensure that Polk State has adequate time to issue a new Invitation to Bid and make award thereof.

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## 2. Performance Probation Period

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- a. The Contractor(s) will immediately enter into a 3-month probationary period upon contract award. During this time, the Contractor's performance will be closely scrutinized by PSC's Representatives.
- b. If the Contractor's performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified, and the contract will extend through the stated expiration date. Such notification may be made verbally.

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## 3. Termination of Contract

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- a. Polk State College may terminate any contract resulting from this ITB at any time with or without cause with a 30-day written notice.
- b. The Contractor may terminate any contract resulting from this ITB for good cause with 90-days written notice. Ninety (90) days are required so that PSC may have sufficient time to re-procure another contract to provide services.
- c. In the event of cancellation as provided herein, the Contractor shall be paid for all work performed and accepted through the date of cancellation.

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## 4. Termination of Non-Appropriations

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- a. Polk State College is a bonafide public entity within the State of Florida with its fiscal year ending on June 30 of each calendar year.
- b. If legislature does not appropriate sufficient funds to continue making the payments required under this Contract for any of its fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of PSC's obligation under this Contract were last appropriated by PSC, and PSC shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year.

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## 5. Contract Administration

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- a. **Lakeland campus and Advanced Technology Center:** Services of Contractor shall be under the general direction of the **Lakeland Plant Manager**, who shall act as Polk State's Contract Site Representative
- b. **Winter Haven campus, Center for Public Service, JD Alexander Center, and Lake Wales Art Center:** Services of Contractor shall be under the general direction of the **Winter Haven Plant Manager**, who shall act as Polk State's Contract Site Representative
- c. **Contractor's Contract Administrator:** Contractor shall submit in writing to Polk State's Contract administrator, at least seven calendar days prior to the Contract starting date, the names of at least two (2) on-site.
- d. **Meetings with Polk State Staff:** Polk State's Contract Administrator shall hold regularly-scheduled meetings (at least quarterly) with the Contractor and Polk State's "Site Representative."
- e. **District Director of Facilities:** Shall have overall responsibilities, Contract Administration, for compliance to this contract.

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## 6. Post Award Meeting

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- a. Contractor shall meet with PSC's representative(s) to discuss job procedures, manpower loading, and task scheduling within ten working days after receipt of notification of award.
- b. Contractor shall contact the appropriate PSC Representative to schedule the meeting.

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## 7. Weekend Work

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- a. In order to avoid disruption of classes, all service calls shall be performed on weekends.
  - 1) Exception: Service calls may be performed on weekdays during Spring Break and Winter Break when the College is closed, if approved by PSC's Representative.
- b. Work will be permitted on weekdays only via written request by Contractors and approval by PSC's Representative.
- c. If any site cannot be completed as scheduled, Contractor must inform PSC's Representative in written form as to the reason for the delay in service, accompanied by a re-scheduled date of service.

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## 8. Scheduling

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- a. Five (5) days prior to commencement of the contract, the Contractor shall submit, for approval, a permanent schedule, listing by site. The Contractor must notify Polk State's Site Representative, if schedule is altered by weather conditions, before leaving the job site to eliminate unnecessary inspections.
- b. Any amendment to the schedule must be requested in writing prior to implementation. Implementation of schedule amendment is solely at the discretion of Polk State College.
- c. The minimum number of regular service calls (see page 2 for definition of "service calls") shall be as follows:

Weekly:	April through October
Bi-Weekly:	November through March

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## 9. All Work to Be Completed

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Unless stated otherwise, all items addressed in the Scope of Work shall be completed during each Service Call and/or as appropriate.

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## 10. Calendar Days

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All references to a specific number of days for one-time cleanup or return sites to PSC standards refer to calendar days.

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## 11. Checklist

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- a. The Contractor shall develop a checklist for each site showing each required function (mowing, edging, etc.) was satisfactorily completed each Service Call or stating why completion was not possible.
- b. The checklist should also 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 PSC.
- c. The Contractor's on-site foreman shall have a copy of the checklist with him/her while on a PSC campus, and the contents shall be shared with each worker.
- d. The checklist shall be submitted with the monthly invoices.

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## 12. Inspections and Penalties

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- a. PSC's Site Representative, at his/her option, may inspect contractor's work using prescribed forms to record performance. PSC's Site Representative has the authority and responsibility to point out to the Contractor any incomplete or defective work.
- b. **PSC shall have the right to impose monetary penalties on the CONTRACTOR for tasks not completed during the normal work period and for which complaints have been received. PSC will take a credit on the Contractor's monthly invoice in the amount of \$50.00 per incident. This credit is intended to offset PSC's costs to investigate, track, and report these incidents.**

- c. An insufficient number of personnel on the Contractor's staff shall not be an acceptable excuse/cause to waive penalties.
- d. Contractors will be notified in writing of PSC intent to assess a penalty for incomplete or defective work not corrected in a timely manner or to the satisfaction of the PSC Representative.

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### 13 Notice

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- a. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

<p><b>As To Polk State:</b></p> <p>Polk State College          999 Avenue H, NE          Winter Haven, Florida 33881-4299          Attention: Director of Purchasing</p>	<p><b>As to Contractor:</b></p> <p>Name: _____          Address: _____          City/State/Zip: _____          Attention: _____  <div style="text-align: right;">Authorized Individual</div></p>
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- b. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- c. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Contractor and PSC.

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### 14. Pricing for Additional Work

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Price quotes for any future sites for addition to this contract shall include Contractor calculation worksheets **which shall show projected man-hours and quantities of materials to be used.**

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### 15. Work Not Provided For In Contract

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- a. All maintenance services to be performed by the Contractor are described within the body of this ITB.
- b. Any additional services must be either incorporated into the Contract by use of a College approved amendment or authorized via use of a separate purchase order or blanket purchase order.
- c. No claim for work furnished by the Contractor not specifically provided for herein will be honored by Polk State.
- d. Lakeland Campus Soccer Field is performed under a separate contract.

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### 16. Specific Locations

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Polk State reserves the right to remove specific locations from the Contract on a temporary or permanent basis, as may be required, at its discretion (usually due to construction). The Contract prices shall be adjusted accordingly.

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### 17. Contractor's Personnel

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- a. All persons working at College locations regarding this Contract must be legally eligible to work in the United States.
- b. Contractor's personnel must be readily identifiable when on College campuses. This may be satisfied by wearing of uniforms, name tags, etc.
- c. In order for the Contractor's personnel to be able to read chemical warning labels and signage, all Contractor's personnel must be capable of reading English.
- d. The Contractor shall have a minimum of **two (2) people on site** during each service call for safety reasons.

- e. Persons employed by the Contractor in the performance of work pursuant to this Contract shall have no claim to pension, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to Polk State's officers and employees either by operation of law or by Polk State.
- f. Contractor's personnel shall wear appropriate apparel while on College property, as directed by Polk State's Representative.
- g. Requirements for personal protective equipment:
  - 1) Personnel are required to wear safety vests, as directed by Polk State's Representative.
  - 2) All personnel working in or visiting a work area shall wear or use the required items while in the area.
  - 3) The person in charge of each operation for the Contractor shall ensure that the specific safety equipment needed on the particular job is available and used.
  - 4) Any unserviceable item(s) shall be reported to the supervisor, not used, and replaced as soon as possible.
  - 5) Provision of protective clothing and equipment is a requirement.
- h. Reference OSHA 29 CFR 1910 and 1926.

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#### **18. Criminal Record Check**

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- a. The successful vendor/contractor shall certify to Polk State that those employees that would be permitted access on school grounds have successfully passed a Level 1 background check. A Level 1 background check is a background check that includes an employment history check, a statewide criminal history background check through the Florida Department of Law Enforcement (FDLE), and a check of the National Sex Offenders Public Website. It may also include a local criminal records check through local law enforcement agencies. The background check must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of these provisions of state law or similar law of another jurisdiction. Furthermore, the successful vendor/contractor shall certify to Polk State that those employees that would be permitted access on school grounds have not been convicted of any offense as set forth in F.S. 1012.467(2)(g), and have not been convicted of a misdemeanor involving (a) sexual assault, (b) obscenity and related offenses, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child, or an equivalent offense in another state by using web site [www.nsopw.gov](http://www.nsopw.gov).

Vendors already approved through the Florida Shared School Results (FSSR) system and/or Polk County School Board will be acceptable.

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#### **19. Employee Records**

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- a. The Contractor shall keep the following records for each employee performing work for this contract:
  - 1) Employee Name
  - 2) Employee Work Classification
  - 3) Daily Hours Worked
  - 4) Completed I-9
  - 5) Results of a criminal record check as required in Section 18 (a).

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#### **20. Compliance with Occupational Safety and Health**

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- a. In compliance with Chapter 442, Florida Statutes, a Safety Data Sheet (SDS) must accompany any chemical delivered/supplied/utilized. The Contractor will be required to submit a SDS for each hazardous chemical which will be used on Polk State grounds. These SDSs must be submitted to Polk State's Representative(s) and approved for use before the chemical is brought onto Polk State grounds. MSDS must include the following information:
  - 1) The chemical name and the common name of the toxic substance.

- 2) The hazards or other risks in the use of the toxic substance, including:
  - a) The potential for fire, explosion, corrosiveness, and reactivity;
  - b) 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
  - c) The primary routes of entry and symptoms of overexposure.
- 3) 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.
- 4) The emergency procedure for spills, fire, disposal, and first aid.
- 5) 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.
- 6) 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.
- 7) To comply with federal and state hazardous communication standards, copies of Polk State's written program, Hazardous Chemicals Inventory and Material Safety Data Sheets (MSDSs) are available to the Contractor and its employees upon request.
- 8) Every effort shall be made to correct hazards.

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#### **21. Approval of Materials and Supplies**

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- a. All materials and supplies provided must be approved by the PSC's Representative or designee prior to being used.
- b. A product list designating brand name, trade name or trademark, and material safety data sheet shall be submitted five days prior to contract start date.

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#### **22. Equipment**

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- a. All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract.
- b. All trucks and trailers shall have appropriate signage denoting company name affixed at all times.
- c. Equipment shall have proper safety devices maintained in working order at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, PSC shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of PSC.
- d. The Contractor shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- e. All equipment used under this contract must be approved for use by the PSC Representative.

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#### **23. Protection of Property**

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- a. The Contractor shall at all times guard against damage or loss to the property of PSC or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage.
- b. PSC may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his/her agents.

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#### **24. Parking of Equipment/Storage of Materials**

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- a. The Contractor, or his/her employee(s), shall, at no time, park vehicles/equipment or store materials/debris on private property or on road rights-of-way/easements which are not within the work area without prior permission from the property owner or PSC's Representative.
- b. All such vehicles/equipment/materials/debris will be parked/stored in such a manner as not to constitute a safety hazard and all such items shall be removed from the site immediately upon completion of the repair.

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**25. Sprinkler Damage**

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- a. Sprinkler damage caused by the Contractor, at PSC's option, shall be repaired by the Contractor at no cost to PSC.
- b. Replacement parts shall be of the same make and part or model number as that currently used.
- c. PSC shall, at its option, have parts repaired or replaced internally, and Contractor will be given a list of parts to procure and return to the PSC's Representative or designee within five days of receiving the list. If damage to irrigation system is deemed to be excessive, or continuous, the Contractor shall be responsible for labor costs incurred by PSC in facilitating repairs.
- d. Non-compliance with the above shall result in the invoice for the monthly services being held until replacement parts are received.

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**26. Inspection by PSC Representatives**

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- a. Sites may be inspected for Contractor compliance prior to acceptance of services rendered.
- b. If deficiencies are noted, the PSC Representative or designee shall notify the Contractor of the specific deficiencies that the Contractor must rectify to the satisfaction of PSC's Representative, weather permitting. Payment will be withheld for deficiencies left uncorrected.
- c. It would be of mutual benefit in making a fair determination of responsibility on call-backs if a time schedule indicating approximate completion time were submitted to ensure inspections will occur, as is practically possible, upon completion of work for an individual site.

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**27. Right of Way**

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- a. Pedestrians shall have the right of way at all times.
- b. Special attention must be given to operations during class changes, breaks, and dismissal times. When vehicles must be operated at these times, drivers should stay on the grass areas, reserving sidewalks for the safe and unobstructed use of pedestrians.
- c. Passing pedestrians can be dangerous and should only be attempted after slowing down and making a reasonable effort to assure that the pedestrian(s) are aware they are passing and will not accidentally step in front of the vehicle/equipment.
- d. When in doubt, shut down the machine.

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**28. Independent Contractor**

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- a. It is agreed by the parties that, at all times and for all purposes within the scope of this Contract, the relationship of the Contractor to PSC is that of independent contractor and not that of employee.
- b. No statement contained in this Contract or the Bid documents shall be construed so as to find the Contractor an employee of the Owner, and the Contractor shall be entitled to none of the rights, privileges, or benefits of PSC employees.

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**29. Indemnification**

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- a. Contractor agrees to protect, defend, indemnify, and hold harmless PSC, its employees, and representatives from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which PSC, its employees and representatives can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement.

**The Contractor shall not be required to indemnify PSC or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of PSC, or its agents, employees or representatives.**

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### **30. Invoicing Procedures**

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- a. Purchase Orders:
  - 1) Each fiscal year a Purchase Order (PO) shall be issued for encumbrance and payment purposes.
  - 2) For the purposes of this Contract, a purchase order will be used solely and exclusively as a funding document.
- b. Invoicing and Payment:
  - 1) Payment for any and all invoices that may arise as a result of a PO issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:
    - a) A timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract, and be submitted to Accounts Payable at the address indicated on the purchase order.
    - b) All invoices submitted shall consist of an original and one (1) copy; clearly reference the PO number and line-item number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
  - 2) Terms are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bidder Information Form.
  - 3) A monthly statement is required if there are any outstanding invoices.
  - 4) No claim for work furnished by the Contractor not specifically provided for herein shall be honored by Polk State.



# Submittals

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## 1. Number of Copies

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- a. Bidders shall submit five (5) complete sets (one [1] marked original and four [4] copies) of their entire Bid, **and one (1) electronic copy on a Flash Drive.**
- b. Each copy shall be complete with all supporting documentation.
- c. This quantity is required so that a full and complete copy of your Bid can be provided to each of the persons evaluating the Bids.

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## 2. Documentation to Submit with Bid

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- a. Bid Response Form (pricing) – **page 34**
- b. Bidder Information Form – **page 35**
- c. **Minimum Qualifications** form – **page 38**
  - a) Copy of all business **licenses** (city, county, and state). **Provide copies of licenses to clearly prove that your company has been in business for at least 3 years.**
- d. **Experience/Similar Projects** form – **page 39**
- e. **Disputes** Disclosure Form – **page 40**
  - 1) Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized/decided by a Court of Law, which were filed by or against the Bidder in the past five (5) years.
  - 2) The summary shall state the basis of the lawsuit, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.
  - 3) Disclosure can be limited to:
    - a) Cases which are related to contractual services provided in the regular course of business.
    - b) The regional/district office that will be supporting this Contract.
  - 4) See the FAQ webpage for additional information.
  - 5) List any pending or forthcoming disputes that are known.
- f. **Safety Program**
  - 1) Provide a copy of your Safety Program/Plan to include, but not be limited to:
    - a) Management's Safety Policy Statement
    - b) Hazard Assessment & Safety Planning Processes
    - c) Occupational Safety and Health / Staff Training plans
    - d) Employee Handbook
- g. **References:**
  - 1) **Provide a list of client references.** Include the name of contact persons who have personal knowledge of the Bidder's performance. Contact persons should have been informed that they are being named as a reference, and the Polk State may be sending a reference questionnaire in MS Word format **via email**. Do not list persons who are unable or unwilling to answer specific questions regarding your performance. Complete and submit **page 41** with your Bid. Include:
    - Company name and address
    - **Email address (verify that it is the company's current Email address)**
    - Phone and fax number
    - Contract liaison who has personal knowledge of your performance
    - Educational & Non-Educational References

2) **Do not include as a reference:**

- Polk State staff members, including quotes or letters from Polk State officials
- Polk State DBOT members
- References which are located in foreign countries

3) You may additionally provide **letters of reference**.

h. **Drug-Free Workplace** Form (if applicable) – **page 37**

- 1) In accordance with FS 287.087, whenever two or more Bids which are equal with respect to price, quality, and service are received, a Bid received from a business that completes the attached DFW form, certifying that it is a DFW, shall be given preference in the award process.
- 2) If you do not have a bonafide Drug-Free Workplace, do not include this form.

i. Completed W-9 form – **page 36**

j. Minority/Woman-Owned Business Statement – **page 42**

k. Copy of all business licenses (city, county, and state). Provide copies of licenses to clearly prove that your company has been in business for at least 3 years.

l. Copy of company's Safety Program Plan – see **page 16, Section 4**.

m. Place the submittal and electronic media in a sealed box or envelope, and deliver to Polk State College Purchasing using the form on the dedicated webpage boldly marked as follows:

**Proposer's Company Name**  
**Return Address**  
**ITB #17-01 for Lawn Maintenance Services**  
**Due: May 22, 2017**

**DO NOT WRITE DIRECTLY ON THE CARDBOARD BOX.**

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**3. Website**

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The ITB documents, addenda, Bid submittal forms (above items 2 a – h are in MS Word format). Bid Tabulation, FAQs, recommendation of award, notification of award, and other information related to this ITB will be posted on the dedicated webpage:

<http://www.polk.edu/purchasing/bids-itbs/17-01/>

# Bid Submittal Forms

**Electronic copies of the above forms are available at:**  
<http://www.polk.edu/purchasing/bids-itbs/17-01/>  
in Microsoft Word format



# Bid Response Form

## ITB # 17-01

### For Lawn Maintenance Services

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following prices to supply PSC with Lawn Maintenance Services:

Prices				
Base Bid Item #	Estimated Quantity	Description	Unit Price	Extension
1.1	41	Service Call: Winter Haven Campus	\$	\$
1.2	41	Service Call: Lakeland Campus	\$	\$
1.3	10	Rough-Cut Mowing at Lakeland Campus	\$	\$
1.4	41	Service Call: Center for Public Safety	\$	\$
1.5	41	Service Call: JD Alexander Center in Lake Wales	\$	\$
1.6	41	Service Call: Lake Wales Arts Center	\$	\$
1.7	41	Service Call Advanced Technology Center	\$	\$
1.8	10	Rough-Cut Mowing at Vacant College Property	\$	\$
2.0	–	Additional Service	\$	\$
2.1	600/year	Annuals, Winter Haven,	\$	\$
2.2	600/year	Annuals, Lakeland	\$	\$
2.3	300/year	Annuals, ATC	\$	\$
2.4	300/year	Annuals, CPS	\$	\$
2.5	200/year	Annuals, JDA	\$	\$
2.6	200/year	Annuals, LWAC	\$	\$
2.7	per pallet	Bagged pine bark Mulch, 6 yd.	\$	\$
2.8	per tree	Tree Removal ( up to 25')	\$	\$
2.9	per tree	Tree Removal (25'-1" to 40')	\$	\$

Total: \$

Bidder / Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name

Title

***This Form Must Be Completed and Submitted with your Bid.***

# Bidder Information

Bidder (Company):

F.E.I.N. or SS Number:

Mailing Address:

Street Address:

City, State, Zip:

City, State, Zip:

Telephone Number:

Toll-Free Number:

Fax Number:

*I hereby certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I hereby certify that all statements made are true, and understand and agree that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this Bid for the Bidder.*

Type of Entity: (check one)

☐

Corporation

☐

Partnership

☐

Proprietorship

☐

Joint Venture\*

*X*

Incorporated in the State of:

\_\_\_\_\_  
Authorized Signature

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Year:

Payment Terms:

\_\_\_\_\_% \_\_\_\_ days, Net 30

Email Address:

Website Address:

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications.

***This form must be completed and returned with Bid.***

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶  Date ▶

2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See [What is FATCA reporting?](#) on page 2 for further information.

# Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:

*(Name of Business)*

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 proposed 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.

**x**

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

***This form must be completed and returned with your Bid.***

# Minimum Qualifications

This ITB shall be awarded only to a responsible, responsive Bidder(s), qualified by experience to provide the work specified. The Bidder shall meet the following minimum experience qualifications and contract requirements:

1. The Bidder must be State Registered or State Certified, and hold a current Occupational License from Polk County. The certificate or license must be in the name of the Bidder.
2. The Bidder shall have been doing business in the State of Florida for a minimum of five (5) years.
3. The Bidder shall have had prior experience with a minimum of five (5) major \$50,000 or larger similar contracts.
4. The Bidder shall have a main facility located within Polk County or in an adjacent county, providing the facilities are within 20 miles of either PSC's Winter Haven or Lakeland campus.
5. The Bidder shall have the equipment and labor resources to provide all items.
6. Subcontracting of any, is not permitted for this contract.

Failure to submit the following requested information may be cause for rejection of your bid. Information previously submitted to PSC in response to another ITB shall not satisfy this requirement. Complete the following items and submit with your bid offer:

1. Time in business:
  - a. On what date did your company incorporate in the State of Florida?  
\_\_\_\_\_ (provide documentation showing proof)
  - b. Length of time in business \_\_\_\_\_ years \_\_\_\_\_ months
2. How many major \$50,000.00 or larger similar contracts have you contracted (include at least three [3] on pages 40 and 44)? \_\_\_\_
3. Where is your company's main facility location within (or adjacent to) Polk County? Street Address  
City State Zip.  
\_\_\_\_\_
4. Equipment and Labor Resources:
  - a. Provide an organizational overview (organization chart) of the company. Include total number of employees and the number of employees that will be available to provide the services described herein. Include the name and qualifications of the individual that shall be responsible for administration and supervision of this contract. How many staff members will directly support this contract? \_\_\_\_\_
  - b. Attach a listing of major equipment your company owns, indicating equipment that will be utilized to supporting this contract.
5. It is preferred that the above required documentation be included with your Bid submittal. Should a copy not be included with your Bid submittal, said proof shall be submitted upon request to PSC's Purchasing Department within five (5) working days. Failure to comply shall be cause for disqualification of bid.



## Experience / Similar Projects

Company Name:

Reference Name:

Reference Address:

City, State, Zip:

Phone No.: (        )

Fax No.: (        )

Total Acreage:

Annual Fee:

Start Date:

Completion Date:

Summary of Work:

Comments:

Company Name:

Reference Name:

Reference Address:

City, State, Zip:

Phone No.: (        )

Fax No.: (        )

Total Acreage:

Annual Fee:

Start Date:

Completion Date:

Summary of Work

Comments:

***This form must be completed and returned with Bid.***

# Summary of Litigation

Answer the following questions by placing an “✗” or check “✓” in the box after “YES” or “NO”. If you answer “YES,” please explain via attachment.

Disclosure can be limited to the regional/district office that will be supporting this contract.

\* \* \* \* \*

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Business Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☐

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☐

**If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.**

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that are related to the services your firm provides in the regular course of business?

YES ☐

NO ☐

**If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.**

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement:

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

✗

\_\_\_\_\_  
Authorized Signature (Officer)

\_\_\_\_\_  
Date

***Complete & include this form with Bid.***

**Proposer:** \_\_\_\_\_

## References

<b>Educational Client Name / Address</b>	<b>Contact Person</b>	<b>Telephone &amp; Fax Number</b>
	Name:	Phone: (     )
	email:	Toll-Free: (     )
		Fax: (     )
	Name:	Phone: (     )
	email:	Toll-Free: (     )
		Fax: (     )
	Name:	Phone: (     )
	email:	Toll-Free: (     )
		Fax: (     )
	Name:	Phone: (     )
	email:	Toll-Free: (     )
		Fax: (     )
	Name:	Phone: (     )
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		Fax: (     )
	Name:	Phone: (     )
	email:	Toll-Free: (     )
		Fax: (     )
	Name:	Phone: (     )
	email:	Toll-Free: (     )
		Fax: (     )

### Include FAX Number & Email Address

*This form must be completed and included with your Bid.*

**Be sure to confirm all email addresses prior to submittal to ensure they are up-to-date.**

# Minority/Woman-Owned Business Statement

Polk State College is required to report M/WBE expenditures to the State of Florida's Office of Supplier Diversity (OSD) on a quarterly basis. The quarterly report includes a supplemental list of firms who have indicated that they are owned by a woman or minority, but have not been certified by OSD, although they may be certified by other public entities.

It is requested that M/WBE owned firms complete this page and include it with their Proposal in Section 1  
**for reporting purposes only**

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Type of Business: *Check applicable block(s)*

☐ **"African-American"** includes persons having origins in any of the black racial groups of Africa.

☐ **"Hispanic American"** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

☐ **"Native American"** includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

☐ **"Asian-Pacific Americans"** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

☐ **"Asian-Indian Americans"** includes persons whose origins are from India, the Indian Sub-Continent and Pakistan.

☐ **"Woman-Owned Business Enterprise"**

**Note:** MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which is at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of stock is owned by the minority or woman. The minority or woman owner must exercise actual day-to-day management and control of the business.

Certified by ( <i>name of Public Entity, if applicable</i> )
Certificate Number:
Attach a copy, please.

# Statement of No Proposal

## ITB #17-01

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals via fax to 863-297-1085, or via email to [purchasinggroup@polk.edu](mailto:purchasinggroup@polk.edu) or mail to:

Polk State College, Purchasing Department  
999 Avenue H, Northeast  
Winter Haven, Florida 33881-4299

We, the undersigned, have declined to propose on the above-referenced ITB for the following reason(s):

- ☐ Scope of Services or Terms and Conditions are too "restrictive." (*please explain below*)
- ☐ Unable to meet requirements (*please explain below*)
- ☐ ITB was unclear (*please explain below*)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of service or equivalent
- ☐ Our employee man load would not permit us to perform
- ☐ Unable to meet bond or insurance requirements
- ☐ Other (*please explain below*)

REMARKS:

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**Remove us from your "Vendor Database"**

<b>Company Name:</b>		<b>Phone:</b>	
<b>Address:</b>			
<b>City, State, Zip:</b>			
<b>Signature:</b>		<b>Title:</b>	

Failure to submit either a Proposal or a *Statement of No Proposal Submittal* shall be cause for removal from the mailing list.

Use this form regarding **Page 13, Section #7.**

# Checklist

This checklist is provided to assist each Bidder in the preparation of their Bid submittal. Included in this checklist are important requirements which are the responsibility of each Bidder to include with their submittal in order to make their Bid fully compliant. This checklist is only a guideline – it is the responsibility of each Bidder to read and comply with the ITB in its entirety.

**Check (✓) each of the following when accomplished:**

- ☐ Outside of envelope is marked accordingly: **ITB #17-01 for Lawn Maintenance Services, Due Date: May 22<sup>nd</sup>, 2017**. If you hand-deliver the Bid, use the form provided on the website.
- ☐ The required number of copies is included.
- ☐ The final Addendum (if issued) is signed and included.
- ☐ The *Bid Response form* (**page 34**) is complete and all prices are included. Math has been verified.
- ☐ The *Bidder Information form* (**page 35**) is complete and included.
- ☐ The Minimum Qualifications form (**page 38**) is completed and included?
- ☐ The Experience/Similar Projects form (**page 39**) is completed and included?
- ☐ The *Disputes Disclosure form* (**page 40**) is completed and included.
- ☐ The *References form* (**page 41**) is included? You have contacted each of them to ensure their EMail address is correct. They are aware that they are listed as a reference and may receive a 1-page questionnaire via EMail.
- ☐ The *Drug-Free Workplace form* (**page 37**) is signed and enclosed, if applicable?
- ☐ Envelope is sealed. Extra copies of the Bid do not need to be placed in separate envelopes within the container.
- ☐ Copy of Safety Plan (**page 31**).

This page is for your information use only.  
It does not need to be submitted with your Bid