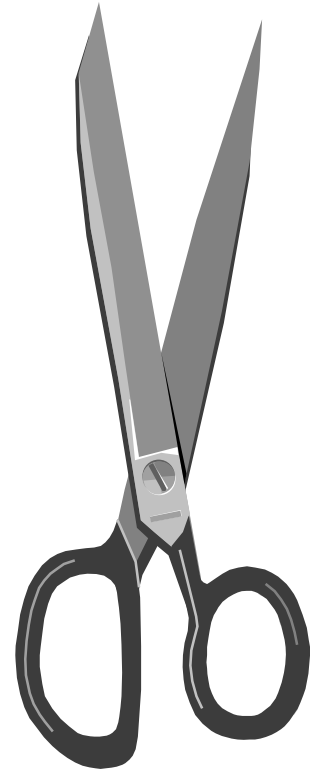


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN
SEALED BID NO.: 019-MHH-1011
BID TITLE: Term Contract for Grove Service
DUE DATE/TIME: October 19, 2010 @ 3:00PM
SUBMITTED BY: _____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title _____ Term Contract for Grove Service _____

Bid File Number 019-MHH-1011 Posted September 22, 2010

Sealed bids will be received until 3:00 PM on October 19, 2010 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

1. **CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: November 30, 2011. Contract(s) awarded from this bid will begin on November 17, 2010 and will run through November 30, 2011.
2. **F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
3. **POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about October 25, 2010 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
4. **PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.
Rev.Pur. 8/2010

Special Terms and Conditions

A. **SCOPE:** The purpose of this Bid is to obtain cost effective, accountable, grove service for various citrus groves located on School Board of Polk County property and other groves that may be acquired by the School Board during the contract period. A listing of the current groves is included on Attachment 1 on page 18. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

C. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

D. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

AWARD OF CONTRACT:

1. The School Board of Polk County reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
2. Award will be based on a composite of the services as listed on the bid form.
3. Failure to satisfactorily perform current or past contracts may result in the rejection of a bid as non-responsible.
4. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

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

After April 1, 2011 the district may, in its sole discretion, consider a one time equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the vendor's control.
2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
3. The effect on pricing or availability of supply is substantial.

Please state company name and authorized signature _____

4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

No request for price adjustment under this contract will be considered prior to April 1, 2011.

A request for a price adjustment will be accompanied by a copy of notice from manufacturer to bidder, copies of original price lists from manufacturer along with new price lists to bidder, or comparable documentation as agreed upon by Workforce Education Department, Teacher Resource Specialist Trainer (or designee) and the Purchasing Director (or designee).

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the district.

The School Board shall reserve the right to request a decrease in the event of a significant decrease in market price of any product or service listed on the bid form.

Any price adjustment shall be approved by the Purchasing Director (or designee) prior to the new price becoming effective.

G. OPTION TO REQUEST PRICE ADJUSTMENT: Bid prices shall remain firm for the first twelve (12) months of this contract (unless prices are adjusted pursuant to Section F. of the Special Terms and Conditions). The successful bidder will have an opportunity to request an annual price adjustment for the second and subsequent contract extension periods. The request for price adjustment must be submitted in writing no later than 60 calendar days prior to any contract extension period. The successful vendor will only be allowed to submit one request for price adjustment per contract extension period. Any approved request for price adjustment will not take effect until the contract extension period has been approved and such price adjustment will be in effect for the contract extension period. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. All items (1982-84=100) CWUR0000SA0, published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Please see the example shown in Attachment 2 on page 19. In the event there are major revisions or a change to the CPI index base period the awarded bidder and the School Board of Polk County will negotiate an alternate index or base period. Any price adjustment shall be approved by the Purchasing Director (or designee) prior to the new price becoming effective.

H. CANCELLATION: In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board

will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

I. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

J. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed in items 1, 2, 3 and 4 (if applicable) with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittals listed below (1, 2, 3 and 4 {if applicable}) should bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder shall have satisfactorily completed a minimum of three (3) recent contracts performing Grove Service as outlined in the specifications of this Invitation To Bid. As documentation to support satisfactory completion of contracts as required above bidder shall submit customer references for a minimum of three (3) contracts similar to the scope of work as outlined in the specifications of this Invitation to Bid. A BIDDER REFERENCE FORM is provided for these references on page 16 of this invitation to bid.
2. The awarded bidder shall provide a name, telephone number and email address of the person to be contacted during normal business hours for routine questions and to provide service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the SERVICE COORDINATOR & SUBCONTRACTORS form on page 17.
3. The awarded bidder shall provide a name, telephone number and email address of the person to be contacted for emergency service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the SERVICE COORDINATOR & SUBCONTRACTORS form on page 17.
4. The bidder should submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work.

K. **SUBCONTRACTORS:** If a bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements as specified in Section D. The School Board of Polk County reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who (in the opinion of the Superintendent Of Schools, or designee) is not in the position to perform this award. The School Board of Polk County reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the School Board of Polk County elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the School Board of Polk County.

L. EMPLOYEES, SUBCONTRACTORS, AND AGENTS: Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the School Board of Polk County for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The School Board of Polk County may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

M. AUTHORIZATION TO PERFORM UNDER CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

N. USE OF OTHER CONTRACTS: The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

O. PERFORMANCE OF CONTRACT: The awarded bidder must be able to perform the services listed in this contract within the minimum time frames noted below. Repeated failure to perform within these timeframes shall be considered cause for the School Board of Polk County to assign work to the first alternate awardee, if the first alternate awardee is unable to perform the contract then the School Board will have the option to assign work to other alternate awardees as applicable. The School Board shall reserve the right to refuse an extension of contract with an awarded bidder that isn't in compliance with Section O. Performance of Contract. If an awarded bidder continues to fail in performance of contract the School Board reserves the right to cancel the contract award as indicate in Section H. of the Special Terms and Conditions of this Invitation to Bid.

Please state company name and authorized signature _____

1. **Emergency request for service:** The Teacher Resource Specialist Trainer (or designee) in the Workforce Education Department will phone the awarded bidders contact person as indicated in the DAILY CONTACT INFORMATION and SUBCONTRACTORS form on page 17 to request the emergency service. The awarded bidders contact person must respond within two (2) hours of the request for emergency service and must have staff and equipment onsite within four (4) hours of the initial request for emergency service(s). Emergency request shall be defined as but not limited to any situation that poses a risk to students, staff, and/or property or impedes the Districts ability to operate normally. Failure to respond to an Emergency request for service or failure to perform the Emergency service may at School Board discretion be considered failure of performance of contract.
2. **Scheduled (Non-emergency) request for services:** The Teacher Resource Specialist Trainer (or designee) in the Workforce Education Department will phone, fax or email the awarded bidders contact person as indicated in the CONTACT INFORMATION and SUBCONTRACTORS form on page 17 to request scheduled service. The awarded bidder shall have no more than one (1) business days (Board holidays and weekends shall be excluded from the one (1) day time period) to confirm receipt of the scheduled request and make arrangements to discuss the scope of the request and schedule the service with School Board of Polk County staff. Failure to respond to a scheduled request for service or failure to perform scheduled service when scheduled as indicated above may at School Board discretion be considered failure of performance of contract.

P. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

Q. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

R. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

S. **ADDITION OF NEW GROVES:** New sites may be added during the term of this contract. The School Board of Polk County and the awarded vendor will use the pricing on the bid form for any additional sites that may be added during any term of this contract.

T. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit \$1,000,000 per occurrence
Automobile Liability	\$1,000,000 Combined single limit (All owned autos, or any auto if vehicles other than owned are used).

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The **VENDOR** shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the **VENDOR**. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the **VENDOR** shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

U. **REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

Please state company name and authorized signature _____

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

V. **CLEAN UP:** All work shall be done in a neat and workmanlike manner. The contractor shall dispose of all packing, crating, unusable scraps, and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of unsalvageable materials at the contractor(s) expense.

The contractor shall, as a part of this job, properly store and secure any salvageable materials, at the location designated by the Contract Administrator.

W. **EMPLOYEES:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

X. **SPECIFICATIONS:**

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

2. **Equipment:** The equipment to be utilized in performance of all services shall be properly maintained and conform to safety requirements of applicable regulating agencies (OSHA, etc.).

3. **Services:** Services shall be scheduled in advance at the direction of the designated contact person for the School Board (Teacher Resource Specialist Trainer in the Workforce Education Department). In some instances, this may require coordination with school administration at the grove site. The services typically include, but not necessarily limited to, the following:

- (a) Fertilization: Awarded vendor shall use necessary types of fertilizer that is best suited for the variety and age of trees during the season in which it is applied. The School Board of Polk County shall reserve the right to negotiate the per acre bid

price if the amount of fertilizer required per application increases or decreases during any term of this contract.

- (b) Herbicides: Herbicides shall be used as needed to control and eliminate nuisance weeds or any type of vegetation that would harm the trees or interfere with servicing or harvesting. All herbicides shall have prior approval from the Polk County School Board Teacher Resource Specialist Trainer in the Workforce Education Department before use on Polk County School Board property.
- (c) Insecticides - Miticides - Fungicides: Awarded vendor shall spray trees as needed with appropriate insecticides, miticides and fungicides to control and eliminate infestation of any type insect or parasite that may harm the trees or fruit. All insecticides, miticides and fungicides shall have prior approval from the Polk County School Board Teacher Resource Specialist Trainer in the Workforce Education Department before use on Polk County School Board property.
- (d) Hedging: Hedging shall be accomplished upon notification by Owner's representative or on provider's recommendation to owner. Qualified operators shall operate hedging equipment.
- (e) Cultivation: Awarded vendor shall be responsible for all disking and mowing as needed. All equipment shall be operated by qualified operators and workmen who are skilled in the use of grove servicing equipment
- (f) Irrigation: Boone Middle/Haines City High block, Chain of Lakes Elementary and Hughes and Detour road sites require startup and shutdown of irrigation systems when irrigation is required. The other groves irrigation systems do not require start up and shutdown unless requested by Polk County School Board Teacher Resource Specialist Trainer in the Workforce Education Department.
- (g) Miscellaneous: Miscellaneous labor, such as winter weather watch, micro-jet irrigation repair, Etc., shall be included in the bidders per hour rate.

BID FORM & SPECIFICATIONS

Enter Bid Pricing Below. Enter a price for all items requested or your bid may be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either per acre, per ton, per hour, per tree or per irrigation as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID! ESTIMATED QUANTITIES ARE NOT A GUARANTEE OF PURCHASE!

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price
1.	Fertilize 3 treatments per - year with variable rate spreading equipment	150 acres	\$ _____ /acre
2.	Fertilizer - At minimum fertilizer shall consist of: 16-1-16 W/ 2% Mg spread at 400 pounds per acre with .05% maintenance Iron included. Fertilizer shall contain no more than 3 units (unit = 1 pound per 100 pounds) of nitrogen from ammonium sulfate.	90 tons	\$ _____ /ton
3.	Herbicide 3 treatments per year- Each treatment treats 60% of grove floor. Each treatment consists of following applications: 1 st treatment .75/gal Glyphosate per acre with 10 pounds of Sprayable ammonium sulfate per 100 gallons of water 2 nd treatment .75/gal Glyphosate & 3 pounds Karmex per acre with 10 pounds of Sprayable ammonium sulfate per 100 gallons of water 3 rd treatment .75/gal Glyphosate & 3 pounds Princep per acre with 10 pounds of Sprayable ammonium sulfate per 100 gallons of water	150 acres	\$ _____ /acre
4.	Spray Fresh Fruit & Juice blocks - 2 treatments per year with following ingredients and rate of coverage 5 gallons of FC 435 oil per acre, 2 pounds Kocide 3000 per acre, 10 ounces Agri-Mek (or generic) per acre and .75 gallons Keyplex 445 per acre	150 acres	\$ _____ /acre
5.	Supplemental Fall Spray- Consisting of following ingredients and rate of coverage Envidor 15 ounces per acre, Mustang 4.3% (Psyllid control) and 1 gallon per acre slow release Nitrogen (28% or greater)	150 acres	\$ _____ /acre

Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS cont.

Enter Bid Pricing Below. Enter a price for all items requested or your bid may be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either per acre, per ton, per hour, per tree or per irrigation as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID! ESTIMATED QUANTITIES ARE NOT A GUARANTEE OF PURCHASE!

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price
6.	Low Volume Spray - 3 times per year (must be labeled for low-volume application and meet Best Management Practices)	150 acres	\$ _____ /acre
7.	Young Tree / Reset Fertilization- 4 treatments per year 8-2-8 with minors. Rate of ½ pound per treatment for a 1 year old tree/reset, ¾ pound for a 2 year old tree/reset and 1 pound for a 3 year old tree/reset or specify slow release fertilizer in the space provide at the end of the BID FORM & SPECIFICATIONS	150 trees	\$ _____ /tree
8.	Hedging and Topping - Every row as requested.	150 acres	\$ _____ /acre
9.	Hedging and Topping - Every other row as requested	150 acres	\$ _____ /acre
10.	Disc one way- 2 times per year	80 acres	\$ _____ /acre
11.	Mow- 3 times per year one way	150 acres	\$ _____ /acre
12.	Remove weeds, vines, brush- Labor per hour.	300 hours	\$ _____ /hour
13.	General grove labor- Winter weather watch, hoeing, micro-jet irrigation repair, etc.	100 hours	\$ _____ /hour
14.	Start and Stop irrigation - As requested per Section X. 3. (f) in the Special Terms and Conditions	300 irrigations	\$ _____ /irrigation

Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS cont.

Enter Bid Pricing Below. Enter a price for all items requested or your bid may be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either per acre, per ton, per hour, per tree or per irrigation as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID! ESTIMATED QUANTITIES ARE NOT A GUARANTEE OF PURCHASE!

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price
15.	Front end loader with operator- Remove trees as requested Include all related expenses including but not limited to labor, fuel, burning, etc.. in per hour rate.	150 hours	\$ _____ /hour
16.	Tree Resets- As requested include all related expenses including but not limited to furnishing correct tree removing equipment all labor, fuel, etc... to be included in per tree rate.	100 trees	\$ _____ /tree
17.	Tree Reset care- Treat with Admire (or generic) Include all related expenses in per tree rate.	100 trees	
	1 year after reset		\$ _____ /tree
	2 years after reset		\$ _____ /tree
	3 years after reset		\$ _____ /tree

If bidding other than the specified fertilizer for Line ITEM NO. 7 Please specify the mix and rate below:

Mix: _____

Rate of Spread: _____

NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files

Please state company name and authorized signature _____

BIDDER REFERENCE FORM

(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Please state company name and authorized signature _____

SERVICE COORDINATOR (see Section J.2.)
(Duplicate as needed)

Name: _____
Telephone: _____
Fax: _____
Email address: _____

EMERGENCY SERVICE COORDINATOR (see Section J.3.)
(IF DIFFERENT THAN ABOVE)
(Duplicate as needed)

Name: _____
Telephone: _____
After routine business hours Telephone: _____
Fax: _____
Email address: _____

SUBCONTRACTORS (see Section J.4.) (if applicable)
(Duplicate as needed)

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Please state company name and authorized signature _____

ATTACHMENT NO. 1

Current Groves Sites

Please note groves may be added or removed at any time during any term of this contract. The grove list below is current as of the posting date of this Invitation to Bid. The groves listed below are not a guarantee of purchase and do not obligate the district to purchase the services listed in the BID FORM AND SPECIFICATIONS.

<u>Site</u>	<u>Acreage</u>	<u>Tree types</u>
Travis Career Center 3225 Winter Lake Road Lakeland, FL 33803	18 acres irrigated	Mature Valencia's
Chain of Lakes Elementary 7001 State Road 653 Winter Haven, FL 33884	35 acres irrigated	Mature Valencia's
Haines City Senior 2800 Hornet Drive Haines City, FL 33844	4 acres irrigated	Hamblins and Valencia's mixed ages
Lake Gibson Middle 6901 North Socrum Loop Road Lakeland, FL 33809	15 acres irrigated	Hamblins some mature most are young trees
Lake Alfred-Addair Middle 925 N. Buena Vista Drive Lake Alfred, FL 33850	5 acres no irrigation 1 acre no irrigation	Mature Valencia's Hamblins
Hughes and Detour Road Haines City, FL	30 acres irrigated 4 acres irrigated	Valencia's Hamblins mixed age and some resets
Hughes and Detour grove is on the southwest corner of the intersection of Hughes road and Detour road south of Haines City.		
Scenic Highway Dundee, FL	40 acres no irrigation	Mature Valencia's
The Scenic Highway property is south of Dundee and is located between Scenic Highway and Helicopter Road north of Tyndall Camp Road.		

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT the Polk County School Board reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	x		Customer References (use enclosed form on page 16).	7
	x		Provide the name, telephone number and email address of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 17.	7
	x		Provide the name, telephone number and email address of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 17.	7,8
	x		List all Sub-contractors you will be using to perform the services under this contract. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 17 (if applicable).	8
		X	Completed and signed Drug Free Workplace Certification (optional).	20

Please state company name and authorized signature _____