



**INVITATION TO BID (ITB) NO.**

**1006-0-2021/LD**

**SPORTS FIELD EVALUATION SERVICES  
FOR MARTIN COUNTY HIGH SCHOOLS**

PURCHASING DEPARTMENT  
2845 SE DIXIE HWY  
STUART, FLORIDA, 34997  
TEL (772) 219-1255  
EMAIL [bids@martinschools.org](mailto:bids@martinschools.org)

**NOTICE OF  
INVITATION TO BID**

Bid documents must be submitted electronically through [www.DemandStar.com](http://www.DemandStar.com) or [bids@martinschools.org](mailto:bids@martinschools.org) by responding no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the District or Demandstar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with [www.DemandStar.com](http://www.DemandStar.com) or from the Purchasing Website: <https://www.martinschools.org/Page/945>.

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the District.

ITB Number:	1006-0-2021/LD
ITB Name:	Sports Field Evaluation Services
ITB Advertising/Publish Dates:	6/22/2021
Site Visit:	6/29/21 Starting at 9:00am
Questions Deadline:	7/6/21 By No Later Than 2:00pm
ITB Closing Date/Time:	7/13/21 By No Later Than 2:00pm
Anticipated Award Date	August 17, 2021
Contact Information:	Email: <a href="mailto:bids@martinschools.org">bids@martinschools.org</a>
Email Notifications:	Start all email subject lines with the ITB number for faster recognition.
Submittal Requirements:	Submit bid by completing and returning all required documents. All submittals must be electronic and contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall bids delivered to or received by the District or Demandstar after the Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Bidder to assure that their submittal is uploaded to <a href="http://www.DemandStar.com">www.DemandStar.com</a> or <a href="mailto:bids@martinschools.org">bids@martinschools.org</a> on or before the Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit Bid to::	Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through <a href="http://www.DemandStar.com">www.DemandStar.com</a> or <a href="mailto:bids@martinschools.org">bids@martinschools.org</a> .
ITB Scope of Work:	The Martin County School District (hereinafter referred to as "MCSD") is seeking bids from qualified individuals and/or firms to provide Sports Field Evaluation Services on a bi-monthly basis, per high school: Jensen Beach High School (JBHS), Martin County High School (MCHS), and South Fork High School (SFHS).

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The District reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the District.

## ADVERTISEMENT PUBLICATION

Martin County School Board  
2845 S.E. Dixie Highway  
Stuart, FL 34997

### **ITB# 1006-0-2021/LD Sports Field Evaluation Services**

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The Martin County School District (hereinafter referred to as "MCSD") is soliciting bids from qualified firms and/or individuals to provide Sports Field Evaluation Services for Martin County High Schools on a bi-monthly basis for the term of one year with two (one year) renewals.

Solicitation Documents may be obtained by registering with [www.DemandStar.com](http://www.DemandStar.com) or [www.vendorregistry.com](http://www.vendorregistry.com). The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

There will be a **Site Visit on June 29, 2021, starting at 9:00AM at Jensen Beach High School, Martin County High School, followed by South Fork High School.** All prospective Bidders are encouraged to attend.

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through [www.DemandStar.com](http://www.DemandStar.com) or [bids@martinschools.org](mailto:bids@martinschools.org) containing all of the required information **no later than 2:00pm, July 13, 2021.**

**Questions:** Email [bids@martinschools.org](mailto:bids@martinschools.org) by no later than 2:00 pm eastern time on July 6, 2021.

Publish Date: 6/22/21



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## SECTION I

### DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

- 1.1. **Acceptance:** By the District's Project Manager of the work as being fully complete in accordance with the Contract Documents.
- 1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract
- 1.3. **Application for Payment:** The form accepted by the Consultant which is to be used by Contractor to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. **Bid:** The formal firm price offer of the Bidder submitted on the prescribed form setting forth the prices for the work in response to the Invitation to Bid.
- 1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the District. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.
- 1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7. **Change Order:** A written order to the Contractor executed by the District, Consultant, And Contractor authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- 1.8. **Contract:** The written agreement between District and Contractor covering the work to be performed.
- 1.9. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Board approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. Consultant's written interpretations and clarifications issued on or after the Effective Date of the Contract.
- 1.10. **Contract Price:** The total monies payable by the District to the Contractor under the terms and conditions of the Contract Document.
- 1.11. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.
- 1.12. **CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the District has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.
- 1.13. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.
- 1.14. **Defective Work:** Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the Consultant's recommendation of final payment.
- 1.15. **District:** The Martin District School District, Florida, a Florida school District, its authorized and legal representatives, the public entity with whom the Contractor has entered into the Contract and for whom the work is to be provided.
- 1.16. **District Representative:** The person or persons designated by the District's Project Manager. The District's Project Manager. This may include the Consultant/Engineer of Record.
- 1.17. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.
- 1.18. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.
- 1.19. **Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.
- 1.20. **Notice to Proceed:** The written notice issued by the District, or its agents, to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the Contract Time and the date the Contract work is to be completed.
- 1.21. **Notice of Tentative (or Intent) Award:** The official written notice by the DISTRICT to the apparent successful Bidder giving authorization to enter into an agreement, stating that upon compliance and Board approval with the conditions precedent enumerated therein within the time specified, and receipt of accepted offer.
- 1.22. **Procurement:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to District and State Board of Education requirements.
- 1.23. **Report:** Presentation of collection of information from various records.
- 1.24. **Resident Project Representative (RPR):** The authorized representative of the Consultant who is assigned to the Site or any part thereof.
- 1.25. **Responsible Bidder, Offerer, Quoter, Or Respondent -** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
- 1.26. **Responsive Bidder, Offerer, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any M/WBE requirements contained within the solicitation.
- 1.27. **Sports Field Manager/Athletic Turf Manager:** Responsible for producing and maintaining sporting grounds.
- 1.28. **Subcontractor:** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the Site.
- 1.29. **Turf Management:** The work needed to keep a sporting pitch ready for use.

1.30. **Unbalanced Bids:**

- A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the City; or which is so mathematically unbalanced as to result in an advance payment.

1.31. **Unit Price Work:** Work to be paid for on the basis of unit prices.

1.32. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.33. **Written Amendment:** A written amendment of the Contract Documents, signed by the District and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the Contract Documents.



## SECTION II

### INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
 

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.
2. **FINGERPRINTING. JESSICA LUNSFORD ACT:** Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with Florida Statute FS1012.465 – Jessica Lunsford Act.
  - 2.1 Level 2 screening excludes personnel working on school District property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
  - 2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
  - 2.3 Contractor, subcontractors, vendors and suppliers shall be under continuous direct supervision of school District employee or Level 2 screened and cleared employee as noted above.
  - 2.4 Contractor, subcontractors, vendors and suppliers may be allowed on student occupied site if area of construction is isolated from students by continuous six foot high chain link fence separating work area and school.
  - 2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
  - 2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
  - 2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five years imprisonment and \$1,000 fine.
  - 2.8 Contractor, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
- 2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1255, Ext. 30296.
- 2.10 The fingerprint screening must be completed in advance of the awarded Bidder providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Bidder and its employees. Awarded Bidder shall provide District with a list of its employees. Awarded Bidder shall update these lists in the event that any new employees are added and awarded Bidder agrees that new employees shall be fingerprinted. Awarded Bidder agrees that in the event any employee is convicted of a criminal offense, the awarded Bidder shall notify the District within forty-eight (48) hours.
- 2.11 The parties agree in the event that the awarded Bidder fails to perform any of the duties described in the above paragraph, this shall constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded Bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.
3. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of District's request written evidence acceptable to the District documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.
 

The District reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the District.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489, and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.
4. **ANNUAL APPROPRIATION:** This Bid is conditional upon the District having funding to implement the Contract.
5. **DEFINED TERMS:** Terms used in these Instructions to Bidders, have the meanings assigned to them in the Industry involved in the subject matter of the Bid, in the Martin County School District, Standard General Conditions of the Construction Contract.
6. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the District, and are not to be charged to the District.
7. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the District may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the Sheriff's Office to establish the competency, responsibility, qualifications and financial ability of the Bidders,



proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time. The Board reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the District's satisfaction.

The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Bidder's qualifications.

8. **FACILITIES:** The District reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Bidder.

The District also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

9. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The District will respond to written inquiries, if received at least seven (7) calendar days prior to the date scheduled for opening the bids. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the District shall make every attempt to issue such addenda at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via the Purchasing Website: <https://www.martinschools.org/Page/945> to Vendor Registry and DemandStar.** No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Bidder to ensure all addenda are received.**

**CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.**

10. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the District. MCSD will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar and Vendor Registry, until seven (7) days prior to the bid opening date. Questions shall be emailed to [bids@martinschools.org](mailto:bids@martinschools.org) with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the MCSD Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

The District may delay scheduled due dates if it is to the advantage of the District. The District shall notify Bidders of all changes in scheduled due dates by written addenda.

11. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.demandstar.com/subscriptions> "FREE AGENCY", toll-free 1-800-711-1712, or from Vendor Registry at the Purchasing Website: <https://www.martinschools.org/Page/945>. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

Complete sets of Bid Documents shall be used in preparing Bids. Neither District nor EOR assumes and each disclaims any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

District in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

12. **BID SUBMISSION:** Bidder should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through [www.DemandStar.com](http://www.DemandStar.com) or [bids@martinschools.org](mailto:bids@martinschools.org) by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.
- 12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the District will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to [demandstar@demandstar.com](mailto:demandstar@demandstar.com).
- 12.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
- 12.3 Bids, once opened, become the property of the District and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
- 12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at [www.demandstar.com](http://www.demandstar.com).
- 12.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.
- 12.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the District may, at the sole discretion of the District, release any Bid and return the Bid Security prior to that date.
- 12.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar or [bids@martinschools.org](mailto:bids@martinschools.org) on or before the ITB Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
13. **MODIFICATION OF BIDS:** Bids may only be modified, by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.
14. **BID FORM:** Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a





bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

The District reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities, to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the District reserves the right to make a multiple award if it is in the best interest of the District.

Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

15. **EVALUATION FACTORS:** The District reserves the right to reject the Bid of a non-responsible Bidder that the District determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

The District shall consider the firm's qualifications, compliance of requirements, and time of completion as evaluation factors. In addition, the District may require the apparent successful Bidder to submit a Schedule of Values priced in line item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the District Board.

Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the District's request may result in the bid being rejected as non-responsive.

The District may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

The District may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The District reserves the right to award item by item, and/or group by group or on an all or none basis to the lowest responsive, responsible Bidder that provides the best value to the District.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE BOARD FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DEPARTMENT.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE BOARD TO THE BIDDER. THE BOARD RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE BOARD SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on [www.DemandStar.com](http://www.DemandStar.com) and Vendor Registry within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Board, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and/ or contract shall constitute the complete agreement between the successful Bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

The District may attach as a part of this solicitation, a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the District will assume and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**
- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
  - b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
    - The Civil Rights Act of 1964, as amended.
    - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
    - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
    - Executive Order 11738.
    - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
    - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
    - Energy Policy and Conservation Act, 42 U.S.C. 6201.
    - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
    - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
    - Equal Employment Opportunity, 41 CFR Part 60.



- Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States”.)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

to reject any and all Bids or to accept the one deemed by the District to be the most advantageous. Contractor’s bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):

- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
- The District reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions.
- If there is reason to believe that collusion exists between Bidders.
- Bids that are judged to be mathematically or materially unbalanced shall be rejected.
- The Bid Package is found to have concealed or contained false and/or misleading information.
- Executed requested Attachments/Affidavits are not completed or submitted.
- Incomplete execution of documents, Bidder signature page, and Bid submittal form.
- Not licensed to perform the required work or provide the required product.
- Not eligible to bid due to violations listed under, Public Entity Crimes.
- Submission of an irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
- Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to District. Upon Board approval, the District shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the District prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

22. **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 Materials Management 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 these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. 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. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Board, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The bid submittal of a Statement of Bid by the Bidder shall be considered by the District as constituting an Offer by the Bidder to perform the required services.

Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.



Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

25. **NO BID:** If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.
26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A District representative shall verify this information prior to return of the Bid and Bid Security, if applicable.

However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the District and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.

27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the DISTRICT.

The Bidder represents and warrants to the District the following:

- No officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
- Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
- Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
- Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes.
- Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.
- Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the District shall have the right to terminate

the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

The Bidder shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the District shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Bidder under the terms of this Contract.

28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.
29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response information regarding any of these actions or proposed actions with other governmental agencies

Pursuant to Section F.S. 287.133, FS as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

Any employees involved in any F.S. Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the District. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any



claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

**If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records, staff attorney's office at 772. 219.1255, extension 30241, 1939 SE Federal Highway, Stuart, Florida 34994, email [publicrecords@martinschools.org](mailto:publicrecords@martinschools.org).**

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
  - Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  - Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
  - A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
  - If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
  - A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
    1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
    2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
  - A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
  - A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.
31. **LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.
  32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.
  33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
  34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
  35. **BIDDER MAILING ADDRESS:** It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. Bidders that have received the ITB documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar shall be used to make notice of ITBs and other information to Bidders.
  36. **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime Contractors, and subcontractors in contracting opportunities.
  37. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any



dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.

38. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or District personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Bidders are hereby advised that they are not to lobby with any District personnel or board members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department.

Any Bidder or any individuals that lobby on behalf of Bidder during the time specified shall result in rejection / disqualification of said bid.

39. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

41. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

42. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the School Board acts on a written recommendation from the purchasing department or planning and construction department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a

competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

The purchasing department and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee shall subject said employee to disciplinary action up to and including dismissal from service.

43. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

44. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the District. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.

Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the District. The awarded Bidder(s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

45. **STATE OF FLORIDA TERM CONTRACTS 1010.04, F.S.:** (1)(a) Purchases and leases by school Districts and Florida College System institutions shall comply with the requirements of law and rules of the State Board of Education. (b) Before purchasing nonacademic commodities and contractual services, each District school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school board's or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

***"The purchasing agreements and state term contracts available under s. 287.056 have been reviewed, and it is determined that the best course of action is to issue a solicitation."***



46. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.
  
47. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**



## SECTION III

### GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "Bid", and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

1. **TERM CONTRACT:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.
  - 1.1 **Contract Period:** This contract shall be firm for an initial one (1) year period effective from award by approval by the proper District authorities. The contract may be renewed for two (2) additional (1) one year periods provided both the successful proposers and the District agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the District and the successful proposer.
  - 1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years.
  - 1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the District, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the District only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.
  - 1.4 **Contract Extension:** The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Successful Bidder in writing of such extensions.
  - 1.5 **Contract Amendment:** MCSB may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
2. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.
3. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
  - Amendment
  - Change Order
  - Contract/Agreement or Purchase Order
  - Addenda
  - Bid Form, if applicable
  - Special Conditions
  - General Terms and Conditions
  - Instructions to Bidders
  - Invitation to Bid
4. **BID SECURITY:** When required by the Bid documents, (if specified in Special Conditions) each Bid must be accompanied by a Bid security made payable to the Martin County School District in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a "Best" rating of "A", and be authorized to do business in Florida.
 

Said check or Bid Bond shall be made payable to the Martin County School District and shall be given as a guarantee that Bidder, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the District, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

The Bid Security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to the District's award of Purchase Order or Contract, the District may annul the Notice of Tentative Award, and the bid security of that Bidder shall be forfeited and retained by the District. The District may then recommend to the Board to accept the Bid of the next lowest responding Bidder, or re-advertise for bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though it was the original Successful Bidder.

There shall be no binding contract until such time as the Board or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other Bidders whom District believes to have a reasonable chance of receiving the award may be retained by the District until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.
5. **EXAMINATION OF BID DOCUMENTS & SITE:** Bidder must satisfy itself by personal and thorough examination of the location



of the proposed work, Bid Documents, requirements of the work and the accuracy of the estimate of the quantities of the work or materials; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount to be done.

By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the District or the EOR if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the District will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the District.

Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

5. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding ONLY if issued through the District's Purchasing Office.
6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The District reserves the right to Bid separately any item or service if deemed to be in the best interest of the District.
7. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the District, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.
8. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein, the successful Bidder shall furnish, a Performance Bond, Payment bond, and/or Warranty bond, and insurance certificates as stated on the cover page of this solicitation, on the DISTRICT's forms, within ten (10) calendar days after notification of award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the DISTRICT as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the DISTRICT would sustain due to BIDDER's failure to furnish said bonds.
9. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

10. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific District address. All delivery costs and charges must be included in the bid price. The District reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

**NOTE TO VENDORS DELIVERING TO MARTIN COUNTY SCHOOLS WAREHOUSE:** Normal receiving hours are Monday through Friday (excluding holidays) 7:00 A.M. to 2:30 P.M. Summer receiving hours, typically mid June to early August, are 6:30 AM to 3:30 PM, Monday through Thursday. This warehouse is located at 2845 SE Dixie Highway, Building 7, Stuart, Florida 34997.

11. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

Martin County School District  
 Attn: Accounts Payable Department  
 1939 SE Federal Highway  
 Stuart, FL., 34994  
[invoices@martinschools.org](mailto:invoices@martinschools.org)

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy;

- clearly referenced the subject Contract or Purchase Order number;
- provide a sufficient salient description to identify the goods or services for which payment is requested;
- contain date of delivery;
- original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated District employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The District shall accept partial deliveries.

The invoice shall contain the Bidder's Federal Employer Identification number.

The District's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the District and appear on the Contract or Purchase Order document to be binding on the District.





Should the District return an invoice for correction, the Vendor shall resubmit a corrected invoice to the District for processing.

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

13. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

The District reserves the right to increase or reduce the quantities and to completely eliminate any items listed in the Bid Form in order that the items or work can be completed within the amount of available funds.

14. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

15. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.
16. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this Bid is implied or given.
17. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.

18. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Bidder (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

19. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds

additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the District's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

20. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.

21. **BID PROTEST:** 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.

21.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

21.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

21.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

21.4 In order for the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:

21.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and

21.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

21.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

21.4.4 If the protest (with respect to 21.2 above) the protest bond shall be the same as 21.4.1 and 21.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

22. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

23. **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-(ED80-0013).



The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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 solicitation.

24. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.
25. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.

Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

26. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

When requested, samples are to be furnished free of charge to the District. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

- The Bidder's name, the bid item and the manufacturer's number.
- Samples shall not be returned unless the Bidder requests it when samples are delivered.
- Samples must be a complete pack, box, bag, etc. of the required items(s), packaged as specified in the bid document.
- Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
- Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that **do not conform** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

The District may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

27. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.

Section III

28. **DEFAULT:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.

29. **EMPLOYEES:** Employees of the awarded Bidder shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Bidder shall supply competent and physically capable employees. The District may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Bidder shall be responsible to the District for the acts and omissions of all employees working under its directions.

30. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

30.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers

30.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

30.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

30.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.

30.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

31. **TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

32. **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.

33. **DIRECT MATERIAL PURCHASES:** The District reserves the right to issue purchase orders for materials to either the Contractor's or the District's suppliers for construction related materials.

34. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

35. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community



college/state university system cooperative ITB agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this ITB, if it is in the best interest to do so. The District also reserves the right to separately ITB any single order or to purchase any item on this ITB if it is in its best interest to do so.

36. **COOPERATIVE PURCHASING AGREEMENTS:** All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, ***should the awarded Bidder(s) deem it in the best interest of their business to do so.*** This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to re bid any or all items.
37. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.
38. **SEVERABILITY:** Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.
39. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.
40. **EXPENSES:** Neither the DISTRICT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.
41. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informalities in any proposal. The District reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.
42. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.
43. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The District shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the District.
- a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- b. Subcontractors
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
44. **FLORIDA PREFERENCE:** Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.
45. **THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.
- The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
46. **PERSONAL INJURY AND PROPERTY DAMAGE:** The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.
47. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities.



Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Director of Purchasing.

## SECTION IV SPECIAL CONDITIONS

### 4.1 QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive in order for the District to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

- A. Bidder must submit current proof of a Certified Agronomist and/or Certified Sports/Athletic Field/Turf/Manager to perform work in the state of Florida.
- B. Contractor/Firm must have a minimum of three (3) years' comparable experience, specializing in Sports Field Evaluation Services with familiarity of local climate conditions in Florida.
- C. Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a School District within the state of Florida, with the exception of MCSD; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.
- D. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the District, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the District, or who is deemed irresponsible or unreliable by the Martin County School Board in its sole discretion.

### 4.2 MEETING SCHEDULE

- A. **Site Visit:** All interested parties are invited to attend a site visit starting at 9:00AM on June 29, 2021 at JBHS, MCHS, followed by SFHS. Attendance at the Site Visit is highly recommended, but is not mandatory. Bidders shall make every effort to attend the scheduled site visit dates. Bidders are to check in with the Purchasing Director, which shall act as proof of attendance. The Contractor shall visit the work site and thoroughly familiarize themselves with existing conditions. No claims for additional work due to reasonable inferred observable conditions will be considered. Dates for additional appointments shall not be granted. This is a site visit only and no questions will be addressed. Contractors shall address their questions in writing to the [bids@martinschools.org](mailto:bids@martinschools.org). Any requests for modifications shall be presented in writing as possible addenda to the "Invitation to Bid" in accordance with the Instructions to Bidders. **Oral explanation given before the bid opening will not be binding.** Contractors interested in attending must bring their own equipment to view the existing conditions.
- B. **Questions Deadline:** The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this ITB. Questions shall be emailed to [bids@martinschools.org](mailto:bids@martinschools.org) with reference to the ITB number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the MCSD Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The District will respond to written inquiries, if received by no later than 2:00pm on July 6, 2021. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the District **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the bid submittals.
- C. **Bid Opening:** Firms desiring to provide the goods and services described above shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through [www.DemandStar.com](http://www.DemandStar.com) or [bids@martinschools.org](mailto:bids@martinschools.org) containing all of the required information on the proper forms as identified in Section VII, **no later than 2:00pm, July 13, 2021.** Bids will be opened and read aloud via Zoom teleconference. It is the sole responsibility of the Bidder to assure that bids are received no later than the specified time and date.
- D. **Kick Off Meeting:** The District will schedule a kick off meeting within fifteen (15) business days after Notice of Award. The final executed contract, notice to proceed, and purchase order will be distributed at this meeting.

#### **4.3 BADGE POLICY**

This work is to take place on an active campus. All personnel working onsite with this project must have & wear MCSD badge at all times on the site. The Awarded Contractor must apply for the MCSD Badge and pay for all associated costs for each individual working on the project.

#### **4.4 SUBCONTRACTING**

It is the intention of this bid not to subcontract any work. However, if firm must subcontract work for any reason, it must have prior written approval by the Purchasing Director.

#### **4.5 AWARD METHOD**

The District reserves the right to award on an all or none basis to the lowest and best responsive responsible bidder.

#### **4.6 PERFORMANCE**

Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the ITB and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Vendor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.

#### **4.7 TERMINATION CLAUSES**

- A. The Contract may be terminated as follows:
1. By the District, at its convenience pursuant to paragraph B, below;
  2. By the District for Contractor's failure to adequately perform the Contract, pursuant to paragraph C, below;
  3. By the mutual Contract of the parties; or as may otherwise be provided below.
  4. In the event of the termination of the Contract, any liability of one party to the other arising out of any services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
- B. **Termination for District's Convenience:** The District, by written notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the District shall pay the Contractor for the work actually performed. The District shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.
- C. **Termination for Contractor's Failure to Perform:** In addition to any other termination provisions that may be provided in the Contract, the District may terminate the Contract in whole or in part if the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the District to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.
- D. **Default:** In case of default by the Bidder, the Board may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred thereby.
- E. **Payment Upon Termination:** Upon termination of the Contract, the District shall pay the Contractor for those Services actually rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services

prior to the effective date of termination. Where the Contract is terminated for cause by the District, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the District as a direct result of the termination.

#### **4.8 PAYMENT & PERFORMANCE BONDS**

Provide evidence confirming the firm's ability to obtain a Performance Bond for the services as detailed herein. The successful Bidder will be required to furnish a performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance to ensure services are in compliance with STMA standards in the instruction and direction that grounds are kept in pristine condition.

#### **4.9 ADDITIONAL SERVICES**

If awarded contractor can also provide maintenance service and upkeep of grounds, an amendment may be granted as additional services with Board approval.

**SECTION V**  
**SCOPE OF WORK**

**5.1 WORK OBJECTIVES**

- A. It is the intent of the District to procure the services of a firm or individual to provide sports field evaluation services on a bi-monthly basis, per high school at the following three (3) locations.
- **Jensen Beach High School:** 2875 NW Goldenrod Road, Jensen Beach, FL 34957.
  - **Martin County High School:** 2801 South Kanner Highway, Stuart, FL 34994.
  - **South Fork High School:** 10000 SW Bulldog Way Stuart, FL 34997.
- B. The prospective bidder certifies, by submission and signature of this bid that the bidder complies fully with the the following:
- Gather and analyze data
  - Firm grasp of mathematical concepts
  - Observation and attention-to-detail
  - Strong report and correspondence writing skills
  - Checking for pests and other microbial issues.
  - Identify risk factors and alternatives for alleviating risk
  - Overall performance in planning, scheduling and monitoring
- C. Contractor Responsibilities shall include the following:
1. Contractor shall perform the following assessment of play fields: annual soil testing; fertilization; weed control; and pest control. Related field-maintenance work will be performed by the Distract staff, and is not included within the scope of this contract. Related work to be performed by others may include aerification, verticutting, top dressing, mowing, irrigation and irrigation maintenance, pH adjustment, selected pre-emergent herbicide application in conjunction with verticutting, nematode treatment in Bermuda fields; overseeding, reseeding, and sod repairs.
  2. Contractor shall support the 'life of the soil' to maintain its structure, suppress some plant pests, breakdown organic matter, mineralize and recycle nutrients, fix nitrogen and detoxify pollutants. Strategies to support life within the soil and its growth include using organic amendments, maintaining adequate water and nutrient levels, improving soil porosity and limiting the use of pesticides.
  3. Contractor shall have the soil analyzed at each high school once per year, in March with a copy of lab report(s) emailed to the Project Manager or designee within 30 days of the date samples are taken. Test results will be used as a base line to determine if any nutrients are in short supply and to adjust the soil pH if necessary. Based on lab reports, adjustments to the fertilizer plan WILL ONLY BE MADE by the Contractor.
  4. **Fertilization:** The schedule and rates of application are as directed by the Contractor. Contractor shall provide notice of intended dates of application for each school, at least seven (7) days prior to application. Contractor shall provide a monthly schedule, but must provide revisions when the schedule is changed. Project Manager or designee may limit application dates from time to time at specific schools due to school events; such limitations shall not be cause for additional compensation. Additional applications of fertilizer may be required on areas in the Bermuda fields that show extremely high wear or are sparse due to extensive use.
  5. Provide continuous monitoring and inspection of work to determine progress and conformance. Establish and maintain project schedule, including identifying variances, delays or early completion of tasks, and the maintenance of the schedule. Additional observations may be necessary, if fields are not kept up to standard. Thereby, it is the



Contractor's responsibility to cure / remedy services. Monitor progress on a bi-monthly basis, make recommendations for the correct product usage, and make further recommendations as needed.

- 6 The Contractor will be working on fully active school site(s) & building(s). The Contractor is responsible for coordinating with District Staff all work.
- 7 Maintain written project progress records and provide written reports of project progress and status relating to performance and schedule adherence, including progress photos, job meeting notes, and crew instruction.
- 8 Ensure compliance with all applicable Federal, State laws, County and District ordinances, including but not limited to the Americans with Disabilities Act, State Requirements for Educational Facilities, Environmental Protection Agency (EPA), and OSHA.
- 9 **Discontinued Products:** If, during the contract period, products are discontinued, the awarded Contractor of such items will send the District Project Manager written notification of those items along with the replacement product information and pricing.

**D. District Responsibility:**

1. Order, purchase, and apply the materials and supplies necessary to maintain the fields per Contractor's recommendations.
2. Solicit and acquire any additional work and equipment recommended by the Contractor.

**5.2 BACKGROUND**

A. The District currently has an Agronomist that performs a comprehensive evaluation, analyzes the three (3) high school sports fields, including practice fields twice a month, and provides a prognosis formalized into a written report with a year round maintenance schedule for seeding, sprigging, weeding, fertilizing, verti-cutting, top dressing, aerating and swale cleaning. Each high school has a dedicated maintenance crew that strictly adheres to the recommendations of the Agronomist. Several maintenance training classes was also provided to our field maintenance crew. The Agronomist also assisted with specifications for necessary field equipment purchased for all three sites. The Agronomist was not responsible for the outcome of the fields, as long as the crews performed the recommended tasks, excluding irrigation issues, excessive rain, etc. The grounds are currently undergoing summer maintenance.

**B. Present Conditions:**

- **Jensen Beach High School:** The school uses grey water (recycled sewer water). The grounds have Bermuda Sod. The sports schedule is displayed at <https://jensenbeachathletics.com>.
- **Martin County High School:** The entire school and fields are built on an old landfill with bahia sod, tiff turf combination of Bermuda 419. The sports schedule is displayed at <https://mchsathletics.com>.
- **South Fork High School:** The entire school is built in a rural area on an old swamp. The grounds have Bermuda Sod. The sports schedule is displayed at <https://sfbulldogathletics.com>.

**C. Current Product/Supply List:**

Promate 0-0-22 KMAG (2455) (HAE) (50 lb. Bag)  
15-0-15 Fertilizer w/RonStar (50 lb. Bag)  
LIME Dolomite (50 LB. Bag)  
Ammonium Sulfate Mini 21-0-0 (50 lb. Bag)  
Urea 46-0-0 Prilled (50 lb. Bag)  
Sulfate of Potash 0-0-50 (50 lb. Bag)  
21-0-0 Fertilizer (50 lb. Bag)  
Milorganite Professional Grade 6-4-0 / SGN 90 (50 lb. bag)  
DAP 18-46-0 (HCC) (50 lb. Bag)

Potassium Nitrate Grnhouse 13-0-46 (Haifa) (50 lb. Bag)  
Ammonium Sulfate Soluble (51 lb. Bag)  
Sedgehammer Post Emergent Water Dispersible Granule herbicide 1.33 oz.  
LESCO High Manganese Combo Liquid Fertilizer with cMicros 2.5 gal.  
LESCO Pre-M Aquacap Pre-Emergent Liquid Herbicide 2.5 gal.  
Revolver Post Emergent Liquid Herbicide 87 oz.

Celsius Post Emergent Water Dispersible Granule Herbicide 10 oz.  
 Manuscript Herbicide  
 Magnesium Sulfate (EPSOM SALT) Ag Grade 50 lb. bag  
 Tecmangam mini Prill Micronutrient 50 lb. bag  
 21-0-0E AS Solugreen SGN 100  
 Amine 400 2,4-D Post Emergent liquid herbicide 2.5 gal.  
 LESCO Fertilizer 15-0-15 30% Polyplus OPT145 30% AS 1%FE 0.4% MN (50 lb. Bag)  
 LESCO RONSTAR 0.95% 20-1-20 mini 85% Polyplus OPT 45 pre-emergent plus fertilizer 50# (SGN150)  
 LESCO Sevin SL Insecticide 2.5 gal.

TERAD3 Blox Pest Control 4 lb.  
 Greenedge Organic/Organic –base fertilizer 6-3-0 100% Bio + micronutrients (50 lb. Bag)  
 LESCO Fertilizer 0-0-2- 10% MG (50 lb. Bag)  
 LESCO Double Eagle Seed Blend (50 lb. Bag)  
 LESCO Turface All Sport Soil Conditioner in fields (50 lb. Bag)  
 PRIMO MAXX PGR Liquid Plant Growth Regulator (1-gal.)  
 DISMISS NXT post emergent liquid herbicide 60 oz.  
 Roundup Quikpro non selective water dispersible granule herbicide 6.8 lb.  
 Acephate 90 Prill insecticide 5 lb.  
 Ferrous Sulfate Micronutrient 20%FE sprayable 50 lb.

### 5.3 **STANDARDS**

- A. **Safety Regulations:** Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the District reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
- B. **Performance Standard:**
  - 1. **STMA:** Continuously improve the health and vigor of the sports field in accordance with Sports Turf Managers Association.
  - 2. **Duty of Care:** Legal obligation of an individual or organization to adhere to a standard of reasonable care while performing any acts that could foreseeably harm others. This element must be established to proceed with an action in negligence; provide safe, functional and aesthetically pleasing fields while not causing delays in community events.

### 5.4 **SERVICING PROCEDURES**

- A. All schedules must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work must be mutually reviewed and approved by the Contractor and Project Manager or Designee. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option. The Contractor shall endeavor to assign all requested services without the necessity of overtime labor.
- B. Upon completion of services, the District's Project Manager reserves the right to request the Contractor to review and provide written acknowledgement/report that work performed has been completed. Contractor's review to be at no additional charge to the District and considered part of the contract award. Contractor shall document any areas of concern that are above and beyond on their report. The report shall be signed by an authorized agent of the firm and submitted to the Project Manager by email address provided to the awarded Contractor.
- C. Contractor must maintain complete and accurate records of all services provided pursuant to the terms of this agreement. Contractor shall submit a written report on a bi-monthly basis per school. This report shall include; labor hours (for audit purposes), date of service, a detailed description of their diagnosis, prognosis, any materials/supplies required, and location of work.

## 5.5 REPORTS, INVOICING AND PAYMENT

- A. **Report:** The Contractor shall submit a bi-monthly report of findings to the Project Manager or designee. Report shall list timeframes to accomplish recommendations, materials/supplies required, location of the work and any additional information necessary to keep grounds in pristine condition. It is also expected that the Contractor submit an annual soil analysis report to maintain proper nutrient levels.
- B. **Invoicing:** Submit a single monthly invoice (after services are rendered) reflecting the name of the School, evaluation, date worked, contracted total, and purchase order number accompanied by a copy of the approved report bearing an authorized signature.
- C. **Payment:** Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with reports. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (**ACH**) electronic network for financial transactions with authorization.



## SECTION VI INSURANCE REQUIREMENTS

### 6.1 INSURANCE REQUIREMENTS

- A. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and;
- B. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.
- C. The Martin County School Board must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater if required below. If applicable, Certificates shall be filed with the School Board by the Contractor, prior to commencement of the Work.
- D. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Board. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater, must have the Martin County School Board as an additional insured in connection with the work contracted to (Name of Contractor). This insurance applies separately to the School Board except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the School Board.
- E. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Risk and Benefits Department. Any projects involving Design Professionals (i.e. architects, engineers) shall also have professional liability requirements in the contract. **Any projects involving medical professional services (i.e. doctors, dentists) shall contain malpractice/professional liability coverage. Any Professional Service providers who have "Student Contact" must have Sexual Abuse and Molestation Coverage as outlined herein.**
- F. Contractors shall not charge a markup or fee of any type on any insurance policies required herein.
- G. References to letter and number combinations (i.e. CG 2037) refer to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Risk and Benefits Management Department. Contractors, vendors and Consultants should consult with their insurance agent/carrier for more information.
- H. Contact the Risk and Benefits Specialist at Ext. 30262 with any questions. All exceptions must be approved, in advance by Risk and Benefits Department.
- I. Businesses are required to carry workers' compensation insurance for every employee, including contractors. Firms with four (4) or less employees and does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.
- J. The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the District's Risk & Safety Officer before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the District's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the District harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance.



- K. The District reserves the right to require higher limits depending upon the scope of work under this Agreement.
- L. Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the District with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.
- M. Policies shall be "Occurrence" form. Each carrier shall give the District sixty (60) days' notice prior to cancellation.
- N. The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add the Martin County School District, its board, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the District. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

## 6.2 **INDEMNIFICATION**

- A. Awarded Bidder recognizes the broad nature of this article and voluntarily agrees to indemnify the Martin County School Board to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.
- B. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.
- C. The CONTRACTOR, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the School District.
- D. The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.
- E. The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.



- F. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- G. Nothing contained herein is intended nor shall be construed to waive District's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

**6.3 INSURANCE LIMITS**

- A. **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least \$1,000,000 each occurrence and \$2,000,000 general aggregate. The Martin County School District must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.
- B. **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*
- C. **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least \$500,000 combined single limit, or \$100,000 per person and \$300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto school property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of \$10,000 personal injury protection (PIP) and \$10,000 property damage liability (PDL).*
- D. **Professional Liability/Errors & Omissions:** Consultant/Firm shall procure and maintain, for the life of the contract either professional liability insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

Type of Coverage	Minimum Coverage Limit	Notes
Commercial General Liability	\$1,000,000 / \$2,000,000	Requires Board to be listed as additional insured. Contract language shall require Waiver of Subrogation
Workers' Compensation Employer's Liability	To Statutory Limits (F.S. 440) \$ 500,000/\$500,000/\$500,000	Contract language shall require Waiver of Subrogation
Auto Liability	\$500,000	Contract language shall require Waiver of Subrogation with owned, hired and non-owned.
Professional Liability <b>OR</b> Errors & Omissions	\$ 1,000,000 per occurrence	Deductible of no more than \$10,000

**SECTION VII**  
**FORMS**

- 7.1 COVER PAGE CHECKLIST
- 7.2 BID FORM
- 7.3 SCHEDULE OF BID PRICES
- 7.4 BIDDER'S QUALIFICATIONS STATEMENT
- 7.5 SUBCONTRACTOR LIST
- 7.6 REFERENCE FORM
- 7.7 NON-COLLUSIVE AFFIDAVIT
- 7.8 CONFLICT OF INTEREST
- 7.9 DRUG FREE WORKPLACE
- 7.10 PUBLIC ENTITY CRIMES
- 7.11 NO BID

## COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

SOLICITATION NAME:

SOLICITATION NO:

COMPANY NAME:

PHONE NO:

- 1. Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through [www.DemandStar.com](http://www.DemandStar.com) or [bids@martinschools.org](mailto:bids@martinschools.org) containing all of the required information **prior to the Bid deadline**. Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.
- 2. Bid Form/Schedule/Bid Submittal Certification: **Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 3. Bidder's Qualification Statement: **Complete and sign the Bidder's Qualification Statement.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 4. References: **Complete and submit three references on the designated Form.**
- 5. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it notarized. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 6. Conflict of Interest: Complete and sign the form. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 7. Drug Free WorkPlace Form: **Sign the Drug Free WorkPlace Form.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 8. Public Entity Crime Statement: Sign the Public Entity Crime Statement and have it notarized. (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 9. Proof of Insurance: Include proof of insurance containing **a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the DISTRICT and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the DISTRICT, and their officers, directors, agents, and employees as "additional insured"**. Attach to the back of your submittal.
- 10. Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- 11. **Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- 12. **IF "NO BID" is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**



**BID FORM**

**SOLICITATION NAME:**

**SOLICITATION NO:**

Submitted By: \_\_\_\_\_  
(BIDDER)

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

**A. SCOPE OF WORK**

The scope of work as identified in Section V.

**B. BIDDER ACKNOWLEDGES**

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a School District within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the DISTRICT to perform and furnish all WORK and deliver all services in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the DISTRICT within ten (10) days after the date of DISTRICT'S Notice of Intent to Award.
3. Contractor's Understanding: Contractor hereby admits and agrees that he has carefully read and considered the content provided in the solicitation herewith, and that he has made his bid and hereby makes this Contract with full knowledge and acquiescence therein.
4. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
  - a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
  - c. BIDDER has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the DISTRICT is acceptable to BIDDER.
5. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

6. Communications concerning this Bid shall be as follows:

Contact Person

Business Address

City, State, Zip Code

Business Phone No.

Fax No.

Cell Phone No.

7. Other pertinent information is as follows:

License No.  
(Attach Copy)

Federal Tax ID No.

Federal Employment ID No.

## SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, the cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore

The District intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, travel, fees (lab), all labor, supervision, equipment and tools used during services, and other means to successfully complete the services herein.

Item#	Description	Monthly Rate	Qty	Annual Total
1	Jensen Beach High School	\$	12	\$
1A	JBHS Annual Soil Testing			\$
1B	JBHS Annual Total (Item 1 + 1A = 1B)			\$
2	Martin County High School	\$	12	\$
2A	MCHS Annual Soil Testing			\$
2B	MCHS Annual Total (Item 2 + 2A = 2B)			\$
3	South Fork High School	\$	12	\$
3A	SFHS Annual Soil Testing			\$
3B	SFHS Annual Total (Item 3 + 3A = 3B)			\$
<b>Overall Grand Total (1B + 2B + 3B = )</b>				<b>\$</b>

**ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL**

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

- a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER \_\_\_\_\_

By \_\_\_\_\_

- b. (If a corporation)

(Affix Seal)

Signature of BIDDER \_\_\_\_\_

By \_\_\_\_\_

Attested by Secretary \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_.

**BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.**

CERTIFICATE  
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ of the Partnership, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 2021, between the Martin County School District, Florida, and this Partnership, and that the execution thereof, attested by the \_\_\_\_\_ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
(Title)

STATE OF FLORIDA

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

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE  
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 2021, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Corporation, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 2021, between the Martin County School District, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Secretary

STATE OF FLORIDA

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

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and  
Commission Number

**BIDDER'S QUALIFICATIONS STATEMENT**

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

**BIDDER'S GENERAL INFORMATION:** BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: \_\_\_\_\_

Contact Person's Name and Title: \_\_\_\_\_

BIDDER'S Telephone, \_\_\_\_\_ Fax Number: \_\_\_\_\_

BIDDER'S Email address: \_\_\_\_\_

BIDDER'S License Number: \_\_\_\_\_  
(Please attach certificate of status, competency, and/or state registration.)

Certification:  MBE  SFDB  MWBE  DVBE  SBA  Other  
(Please attach certificate)

BIDDER'S Federal Identification Number: \_\_\_\_\_

2. Number of years as a Contractor in this type of work: \_\_\_\_\_

Number of years under your present business name?

\_\_\_\_\_

3. How many years under a previous business name? List name(s) below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Type of Business:

Sole Proprietorship  Partnership  Corporation  Joint Venture

If a Corporation, answer this: \_\_\_\_\_

If a Partnership or Individual Proprietorship, answer this: \_\_\_\_\_

Date of incorporation: \_\_\_\_\_

Date of organization: \_\_\_\_\_

In what State: \_\_\_\_\_

If a partnership, state whether partnership is general, limited association: \_\_\_\_\_

5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

**SUBSIDIARY OR AFFILIATED COMPANIES  
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business

7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).


8. Other Office Locations – Location of other offices from which resources may be drawn.

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9. Firm is a certified Minority Business Enterprise as defined in Florida Statute 287.09431, and proof is attached.  
Yes                      No

10. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

---

11. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

---

12. Within the previous 5 years has your organization been involved in litigation? \_\_\_\_\_. If so, please list and explain nature and current status or resolution

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13. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

---

14. Is your organization currently pre-qualified with any governmental agency?\_\_\_\_\_ If so, please list.

---

15. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

---

16. What is the last project of this nature that you have completed?

---

17. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

18. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

---



19. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

\_\_\_\_\_

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

\_\_\_\_\_

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

\_\_\_\_\_

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.

\_\_\_\_\_

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Bid, and if after the award, to cancel and terminate the award and/or contract. Certifies by signature and submission of their response they understand

The BIDDER also acknowledges that all information listed above may be checked by the DISTRICT and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the DISTRICT and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

\_\_\_\_\_  
Print Name/Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email:

## REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a School District within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

### #1 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

### #2 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

### #3 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA

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

\_\_\_\_\_ being first duly sworn, deposes and says that:

BIDDER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public (Signature), State of Florida

My Commission Expires: \_\_\_\_\_

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	MCSB Title or Position of Bidder's Employee	MCSB Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by BIDDER who are also an employee of MCSB.
- I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of MCSB, have been identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name, Title of Official

\_\_\_\_\_  
Business Address, City, State, Zip Code

## DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB 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 ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and 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 ITB 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 ITB, 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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
(Print or Type Name)

## SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
  - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and Commission Number

**STATEMENT OF NO BID**

Please complete and return this form prior to ITB opening date.

ITB NAME: \_\_\_\_\_

ITB NO: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

We have declined to submit on this solicitation for the following reasons:

Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

Insufficient time to respond to solicitation

We do not offer this product/service or equivalent

Our project schedule would not permit us to perform

Unable to meet specifications, please explain \_\_\_\_\_

Unable to meet requirements, please explain \_\_\_\_\_

Specifications unclear, please explain \_\_\_\_\_

Other, please specify \_\_\_\_\_

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE MCSB FOR FUTURE PROJECTS.

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**SECTION VIII**  
**SAMPLE CONTRACT**  
**ITB NO. SPORTS FIELD EVALUATION SERVICES**

THIS CONTRACT, hereinafter "Contract," made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_, hereinafter referred to as "Contractor" and the Martin County School District (K12), 1939 SE Federal Highway, Stuart, Florida 34994, hereinafter referred to as "District", for and in consideration of the following terms, conditions and covenants.

**I. PURPOSE OF CONTRACT**

The District intends to enter into a contract with Contractor for the provision of Sports Field Evaluation services at Martin County High Schools and the payment for those services by the District as set forth herein.

- **Jensen Beach High School:** 2875 NW Goldenrod Road, Jensen Beach, FL 34957.
- **Martin County High School:** 2801 South Kanner Highway, Stuart, FL 34994.
- **South Fork High School:** 10000 SW Bulldog Way Stuart, FL 34997.

**II. SCOPE OF SERVICES**

The Contractor shall provide Sports Field Evaluation Services on a bi-monthly basis per high school, pursuant to this Contract as hereinafter provided. These services shall include the following:

**Section 1. Scope of Service**

Contractor shall gather and analyze data to assess the high school play fields, make recommendations to keep grounds in pristine condition, including fertilization; weed control; pest control, and provide a report of each prognosis to District staff. Contractor shall also conduct annual soil testing and provide lab results to District Project Manager or designee. The services will be those customarily attendant to sports field/grounds/turf grass maintenance Services. The detailed scope of services to be performed and schedule of fees for those services as described in Exhibits A and B (Contractor's response to ITB #1006-0-2021/LD as accepted by the District) and Exhibit B (District's original Invitation to Bid) incorporated herein.

**III. CONTRACT PROVISIONS**

**Section 1. Period of Service**

**1.1 Term of Contract**

The initial term of this contract shall be for a one (1) year period effective \_\_\_\_\_ through \_\_\_\_\_ with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties. The District reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The District shall notify the Successful Proposer in writing of such extensions.

The performance period of this contract may be extended upon mutual agreement between the Contractor and the District with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Prior to each annual renewal, the District may consider price adjustment(s) only when a written request is received a minimum of (180) days prior to the renewal date for review and approval by the District. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the District. All price increases must be documented and Board approved by the District. It is also expected that de-escalation of

prices will be extended to the District if the market so reflects. The District reserves the right to not renew any contract regardless of price considerations.

## 1.2 Business Operations

Unless otherwise directed by the Project Manager; or his designee, the Contractor shall insure that services as required are scheduled with the Representative or Delegate of the District on a bi-monthly basis between the hours of 7:00 AM and 4:00 PM; Monday through Friday, any exceptions must have prior approval by the District.

Upon approval by the Representative or Delegate of the District, the Contractor may cease operations of services during inclement weather conditions.

Contractor shall schedule assessments around observed holidays. Contractor' shall not charge for work under this Contract on such holidays and no payment will be made by the District to Contractor for such holidays.

The District also schedules non-work days throughout the calendar year. The Delegate of the District or designee will notify the Contractor of any non-work days that may affect the work schedule at the kick-off meeting.

## 1.3 Job Responsibilities

Contractor shall perform the following assessment of play fields: annual soil testing; fertilization; weed control; and pest control. Related field-maintenance work will be performed by the Distract staff, and is not included within the scope of this contract. Related work to be performed by others may include aerification, verticutting, top dressing, mowing, irrigation and irrigation maintenance, pH adjustment, selected pre-emergent herbicide application in conjunction with verticutting, nematode treatment in Bermuda fields; overseeding, reseeding, and sod repairs.

Contractor shall support the 'life of the soil' to maintain its structure, suppress some plant pests, breakdown organic matter, mineralize and recycle nutrients, fix nitrogen and detoxify pollutants. Strategies to support life within the soil and its growth include using organic amendments, maintaining adequate water and nutrient levels, improving soil porosity and limiting the use of pesticides.

Contractor shall have the soil analyzed at each high school once per year, in March with a copy of lab report(s) emailed to the Project Manager or designee within 30 days of the date samples are taken. Test results will be used as a base line to determine if any nutrients are in short supply and to adjust the soil pH if necessary. Based on lab reports, adjustments to the fertilizer plan WILL ONLY BE MADE by the Contractor.

**Fertilization:** The schedule and rates of application are as directed by the Contractor. Contractor shall provide notice of intended dates of application for each school, at least seven (7) days prior to application. Contractor shall provide a monthly schedule, but must provide revisions when the schedule is changed. Project Manager or designee may limit application dates from time to time at specific schools due to school events; such limitations shall not be cause for additional compensation. Additional applications of fertilizer may be required on areas in the Bermuda fields that show extremely high wear or are sparse due to extensive use.

Provide continuous monitoring and inspection of work to determine progress and conformance. Establish and maintain project schedule, including identifying variances, delays or early completion of tasks, and the maintenance of the schedule. Additional observations may be necessary, if fields are not kept up to standard. Thereby, it is the Contractor's responsibility to cure / remedy services. Monitor progress on a bi-monthly basis, make recommendations for the correct product usage, and make further recommendations as needed.

The Contractor will be working on fully active school site(s) & building(s). The Contractor is responsible for coordinating with District Staff all work.

Maintain written project progress records and provide written reports of project progress and status relating to performance and schedule adherence, including progress photos, job meeting notes, and crew instruction.

Ensure compliance with all applicable Federal, State laws, County and District ordinances, including but not limited to the Americans with Disabilities Act, State Requirements for Educational Facilities, Environmental Protection Agency (EPA), and OSHA.

**Discontinued Products:** If, during the contract period, products are discontinued, the awarded Contractor of such items will send the District Project Manager written notification of those items along with the replacement product information and pricing.

## 1.4 Servicing Procedures

All schedules must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work must be mutually reviewed and approved by the Contractor and Project Manager or Designee. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option. The Contractor shall endeavor to assign all requested services without the necessity of overtime labor.

Upon completion of services, the District's Project Manager reserves the right to request the Contractor to review and provide written acknowledgement/report that work performed has been completed. Contractor's review to be at no additional charge to the District and considered part of the contract award. Contractor shall document any areas of concern that are above and beyond on their report. The report shall be signed by an authorized agent of the firm and submitted to the Project Manager by email address provided to the awarded Contractor.

Contractor must maintain complete and accurate records of all services provided pursuant to the terms of this agreement. Contractor shall submit a written report on a bi-monthly basis per school. This report shall include; labor hours (for audit purposes), date of service, a detailed description of their diagnosis, prognosis, any materials/supplies required, and location of work.

## **Section 2. Compensation and Method of Payment**

### **2.1 Schedule of Bid Prices**

DISTRICT will compensate Contractor for these Sports Field Evaluation Services in accordance with Contractor's pricing schedule formalized in "Exhibit A" to this Contract.

### **2.2 Report**

The Contractor shall submit a bi-monthly report of findings to the Project Manager or designee. Report shall list timeframes to accomplish recommendations, materials/supplies required, location of the work and any additional information necessary to keep grounds in pristine condition. It is also expected that the Contractor submit an annual soil analysis report to maintain proper nutrient levels. All rates quoted shall include travel means, labor and any and all materials required.

### **2.3 Invoices**

Submit a single monthly invoice (after services are rendered) reflecting the name of the School, evaluation, date worked, contracted total, and purchase order number accompanied by a copy of the approved report bearing an authorized signature.

### **2.3 Payment by means of the District Purchasing Card (Pcard)**

Payment will be paid upon completion and acceptance of the work, net 30 days. Invoices will be checked to confirm compliance with reports. Payments may also be paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

## **Section 3. Audit**

The Contractor agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the District the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **Section 4. Employment Verification**

Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to School Board. Contractor shall be liable for all costs incurred by School Board securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

## **Section 5. Contractor Responsibility**

### **5.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the District. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the District and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

### **5.2 Non-Exclusive Contract**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the District may, at any time, secure similar or identical services at its sole option.

### **5.4 Contractor's Records**

As a condition precedent to Contractor filing any claim against District, Contractor shall make available to District all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by District. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 6. Termination**

### **6.1 Termination for Convenience**

The DISTRICT, by written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such event, the DISTRICT shall pay the CONTRACTOR for the work actually performed. The DISTRICT shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

### **6.2 Termination for Contractor's Failure to Perform**

In addition to any other termination provisions that may be provided in the CONTRACT, the DISTRICT may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the DISTRICT to do so, unless, however, the nature of the failure is such that it

CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.

### **6.3 Payment upon Termination**

Upon termination of the CONTRACT, the DISTRICT shall pay the CONTRACTOR for those Services actually rendered and contracted for under the CONTRACT, and those reasonable and provable expenses required and actually incurred by the CONTRACTOR for Services prior to the effective date of termination. Where the

CONTRACT is terminated for cause by the DISTRICT, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the DISTRICT as a direct result of the termination.

#### **6.4 Default**

In case of default by the Contractor, the Board may procure the articles or services from other sources and hold the Contractor responsible for any excess costs incurred thereby.

#### **6.5 Performance Evaluation**

Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the ITB and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Vendor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.

#### **6.6 Performance Bond**

Provide evidence confirming the firm's ability to obtain a Performance Bond for the services as specified in Exhibit D. The successful Bidder will be required to furnish a performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance to ensure services are in compliance with STMA standards in the instruction and direction that grounds are kept in pristine condition.

### **Section 7. Obligations**

**7.1** Representative or Delegate of the District with the authority to act on the District's behalf with respect to all aspects of the Project is:

, Director of  
Email:  
Phone:  
Cell:

The Key contact for services for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

,  
Email:  
Phone:  
Fax:  
Cell:

### **Section 8. Persons Bound by Contract**

#### **8.1 Parties to the Contract**

The persons bound by this Contract are the Contractor and the District and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

#### **8.2 Assignment of Interest in Contract**

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

#### **8.3 Subcontracting**

It is the intention to not subcontract any work. However, if firm must subcontract work for any reason, it must have prior written approval by the Purchasing Director.

#### **8.4 Other Entity Use**

The Contractor may be requested to convey its prices, contract terms and conditions, to other governmental agencies within the State of Florida.

#### **8.5 Rights and Benefits**

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the District.

### **Section 9. Indemnification of District**

Contractor agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees, or agents, arising out of or connected with this Agreement. Contractor shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.

Contractor, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the Contractor and receive reimbursement from the Contractor. If Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner.

The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

### **Section 10. Insurance.**

#### **10.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in in Section VI of the Invitation to Bid and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the District 30 days in advance of any material change or cancellation. The District by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VIII or better. When a self-insured retention or deductible exceeds \$5,000, the District reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

## **10.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the District's approval for adequacy.

## **Section 11. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations, including the following:

### **11.1 Sports Turf Managers Association (STMA)**

Continuously improve the health and vigor of the sports field in accordance with Sports Turf Managers Association.

### **11.2 Duty of Care**

Legal obligation of an individual or organization to adhere to a standard of reasonable care while performing any acts that could foreseeable harm others. This element must be established to proceed with an action in negligence; provide safe, functional and aesthetically pleasing fields while not causing delays in community events.

## **Section 12. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 13. General Conditions**

### **13.1 Venue in Martin County**

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### **13.3 Attorney's Fees and Costs**

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the District in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **13.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the District shall select the mediator who, if selected solely by the District, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **13.5 Contract Amendment**

The District may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this contract. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the District reserves the right to delete or revise items and services under this

proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

If contractor can also provide maintenance service and upkeep of grounds, an amendment may be granted as additional services with Board approval.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

### **13.6 Contractual Authority**

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor**, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the District, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

### **13.7 Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

## **Section 14. Public Records**

**If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records, staff attorney's office at 772. 219.1255, extension 30241, 1939 SE Federal Highway, Stuart, Florida 34994, email [publicrecords@martinschools.org](mailto:publicrecords@martinschools.org) per F.S. 119.12.**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall



immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### **Section 15. Scrutinized Companies List**

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFP through the term of this contract, including renewals or extensions.

By signature of this agreement, Contractor certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

#### **Section 16. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**"Exhibit A"** - "Bid as Submitted by Contractor and Accepted by District"

**"Exhibit B"** - "Original Invitation to Bid as Issued by District, including all Addenda"

**"Exhibit C"** - "Insurance and Indemnification"

**"Exhibit D"** - "Performance Bond"

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Signatures are on following page**

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR

\_\_\_\_\_  
Attest

Witnesses

NAME, TITLE

As to the DISTRICT on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

MARTIN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Attest

Witness

Marsha Powers, Board Chair

APPROVED AS TO FORM AND  
CORRECTNESS

\_\_\_\_\_  
School Board Attorney

**ALL DOCUMENTS EXHIBITS SHALL BE ATTACHED HERE**