



CCPS

Collier County
Public Schools

Purchasing

INVITATION TO BID

Bid Number and Title:

#23-022 Storm Drain Maintenance & Repair Services

Posting Date:

September 13, 2022

Bid Due Date & Time:

2:00 PM, Tuesday, October 4, 2022

ITBs received after this time and date will not be accepted

Florida Tax Exempt #85-8012621827C-2
A 188126 (Federal) FEID 59-6000557

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District shall contact the Purchasing Department at (239) 377-0047, at least five (5) business days prior to the scheduled opening or meeting.

Acknowledgement

This acknowledgement MUST be completed, signed and returned with submittal. Failure to do so will be cause for rejection of bid.

Company Name:**E-VERIFY #/Information:****Phone #:****Street Address:****City:****State:****Zip Code:****E-Mail Address:****Website (optional):**

I certify that this bid is made without prior understanding, agreement or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to Collier County Public Schools (CCPS) the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to CCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by CCPS. At CCPS's discretion, such assignment shall be made and become effective at the time CCPS tenders final payment to the bidder.

X

Authorized Signature (Manual)

Date

Typed / Printed Name

Title

NO BID: I hereby submit this as a "NO BID" for the reasons checked below:

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time.
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet delivery schedule
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive	<input type="checkbox"/>	9. Other/Remarks:
<input type="checkbox"/>	5. Could not meet Insurance requirements	<input type="checkbox"/>	

All bids shall be submitted in a sealed envelope / package and clearly labeled as follows:

**"SEALED BID #23-022 Storm Drain Maintenance & Repair Services
2:00 PM, Tuesday, October 4, 2022"**

BIDDER NAME
BIDDER ADDRESS, CITY, STATE, ZIP CODE
BIDDER PHONE #
BIDDER E-MAIL ADDRESS

Today's Learners • Tomorrow's Leaders

5775 Osceola Trail | Naples, Florida 34109 | p: 239.377.0047 | f: 239.377.0074
e: purchasing@collierschools.com | www.collierschools.com

Section 1 - General Conditions & Instructions

PLEASE READ CAREFULLY

Failure to meet the following instructions may be cause for rejection of bid.

CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bids (ITB), Requests for Quotes (RFQ), Requests for Proposals (RFP), Requests for Qualifications (RFQu), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences before the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. See Attached Board Policy 6324.

1.1 Definitions

For this Invitation to Bid (ITB) and evaluation to responses, the following shall apply: written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). The word "shall" is always mandatory and not merely a directory. Furthermore, the following words and phrases shall have these meanings:

- a. "CCPS" or "District" shall mean Collier County Public Schools or the School District of Collier County, Florida.
- b. "Bidder" shall mean any person, firm or corporation who submits a bid pursuant to this ITB.
- c. "Maintenance" shall mean the Collier County Public Schools, Maintenance Department.
- d. "Contractor" shall mean the successful bidder, whether a corporation, partnership, individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

1.2 School Board / District Policies & Administrative Procedures

All School Board policies and/or administrative procedures referenced under this solicitation, if not attached hereto, may be accessed and reviewed at www.collierschools.com/schoolboard and/or may be provided by the Purchasing Department upon request.

1.3 Bid Submissions

- a. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- b. The bidder, by submitting a bid represents that:
 - i. It has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
 - ii. It possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to CCPS
 - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If the bidder receives an award, failure to have made any necessary investigation/examination will in no way relieve the bidder from its obligations to comply with this ITB, nor will it be a basis for any claim for additional compensation or relief.
- c. All bids shall be submitted in a sealed envelope / packaged and clearly labeled PER THIS ITB to the PURCHASING DEPARTMENT, and received no later than the date and time as indicated herein. Any submittal received after the stated time and date will be rejected and may be returned unopened to the vendor(s).
- d. All bids shall be typed or written in ink on the attached bid forms. All spaces requesting information shall be completed.
- e. ITB shall contain a manual signature in the space(s) provided, which shall be scanned and submitted electronically, of a representative authorized to legally bind the bidder of all conditions and provisions herein. All signatures and initials must be in ink. The use of erasable ink or pencil is not permitted.
- f. **One (1) electronic copy of the bid**, including all documentation, in PDF format, must be submitted on a Flash Drive in a sealed envelope as

described herein. Electronic submittal MUST contain manual signatures and initials in the appropriate areas. Please note the ITB # and name of the bidder on any drive. If confidential materials are submitted, the bidder may submit a 2nd drive with confidential material and label with ITB #, name of the bidder, and "CONFIDENTIAL". *(Please note that it is not necessary to return every page of this ITB with the bid proposal; return only the pages that require information or signatures).*

- g. All flash drive files shall be in a PDF document compatible with Microsoft versions dated between 2010 and 2013.
- h. Bids may be hand-delivered to the Business Office, Purchasing Department, 5775 Osceola Trail, Naples, FL 34109, forwarded by United States Mail, or other delivery services available. CCPS disclaims any responsibility for bids forwarded by the U.S. Mail or other delivery service and received beyond the bid-opening deadline.
- i. Once submitted and received by CCPS, all submittals and flash drives become the sole property of CCPS and may be retained by CCPS or disposed of in any manner as deemed appropriate by CCPS.
- j. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this ITB. Bidder(s) should prepare ITBs simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the ITB.
- k. The use of correction fluid or erasures to correct line item bid prices and/or quantities is not acceptable. Corrections must be by a strikethrough (~~strikethrough~~) of the incorrect figure(s), writing in of correct figure(s), and initialing of the correction(s) by the originator. Correction fluid of erasure corrected bids will be considered non-responsive for the corrected items only.

1.4 Bid Opening and Analysis

- a. Bids will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within ITB. Bidder(s) may, but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.
- b. Bids will be analyzed, tabulated, and recommendations for an award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at www.collierschools.com/purchasing and www.demandstar.com. Notification to all bidder(s) will be made by e-mail or fax. The date and time stamp from the Purchasing Department's fax machine or date and time of e-mail posting will constitute the time of notification.
- c. Bidder(s) that believes it has been adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statute 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

1.5 Interpretation and/or Modifications to the ITB / Inquiries / Addenda

- a. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained within the ITB and to fully understand all items hereto.
- b. Any request for interpretation or questions regarding the ITB, whether technical, procedural, or otherwise, **shall be made in writing** and addressed to the respective Purchasing Department employee below. Requests may be submitted by facsimile, electronic mail, USPS, or other regular mail delivery service as follows:
CCPS Contact: VALERIE ACUNA
Street Address: PURCHASING DEPARTMENT
5775 Osceola Trail, Naples, FL 34109
Fax Number: (239) 377-0047
Electronic Mail: acunav@collierschools.com
- c. All requests, questions, and inquiries shall be received at least seven (7) business days, unless otherwise stated within this ITB, before the due date.
- d. All written inquiries are received within reference to the solicitation document where the answer can be found. If the allotted timeframe, may be answered directly to the inquiry with a further clarification is necessary, questions will be compiled and official responses will be developed by appropriate CCPS employees. The compilation of written questions and their official responses will be issued solely by and at the discretion of the Purchasing Department, in the form of an e-mail, memorandum, or an Addendum (if necessary) and posted at www.collierschools.com/purchasing and www.demandstar.com. Bidder should ensure that all addenda and amendments to the ITB have been received before submitting its response.
- e. All questions will be attempted to be answered by CCPS promptly, however, CCPS is not obligated nor liable for the failure to respond to bidders' questions before the due date of the solicitation.
- f. It is the responsibility of the bidder(s) to make sure they have all addenda associated with this ITB. Addenda will be posted at www.collierschools.com/purchasing and www.demandstar.com and may be e-mailed, faxed, or made available upon request. CCPS is not responsible to e-mail or mail addenda directly to potential bidders. Any addenda issued shall be acknowledged by signature and returned with ITB unless otherwise instructed on the Addenda. Failure to acknowledge the addenda may result in the rejection of the bid.
- g. Only interpretations, supplemental instructions, and corrections so given in writing by the Purchasing Department representative shall be binding. Bidder(s) and Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the ITB. Any verbal interpretation/modification will not be considered part of this ITB and therefore, CCPS will not be held accountable. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- h. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's bid and shall not be considered in the evaluation of bids submitted and shall be considered inadmissible in bid dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this ITB by any other means than the process described herein.
- i. No addendum will be issued later than three (3) calendar days before the due date for bids, except an addendum withdrawing the ITB or one that includes the postponement of the date for receipt of bids.

1.6 Award

- a. The School Board or Purchasing Department reserves the right to award the contract(s) to the bidder(s) that it deems to offer the lowest responsive and responsible bid(s), as defined by this ITB. The Board and/or Purchasing Department are therefore not bound to accept a bid based on the lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall

value to CCPS when considering all evaluation factors that meet or exceed the minimum requirements of this ITB.

- b. The School Board or Purchasing Department will award contract(s) based on bid pricing, qualifications, and references, as well as the bidder's ability to meet or exceed the minimum requirements of this ITB.
- c. During the evaluation and review of the bid(s), CCPS may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder's capability to fully perform the services of this ITB and/or the bidder's level of integrity and reliability that is required to assure satisfactory performance of any award or contracts produced from this ITB.
- d. To be considered for an award, each bidder must fully complete the ITB and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete ITB or supply the required documentation will be grounds for the rejection of the bid.
- e. CCPS retains the option of awarding a single contract, based on the overall low bid for all items, or awarding multiple contracts, based on the low bid per item, group of items, or any combination thereof. Furthermore, CCPS reserves the right to award to primary and alternate vendors to ensure a source of supply is readily available.
- f. This ITB does not commit the School Board to make an award nor shall CCPS be responsible for any cost or expense incurred by any contractor before the execution of a purchase order or contract agreement.
- g. The obligations of CCPS under an award of this ITB are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- h. All award(s) made as a result of this ITB shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- i. CCPS reserves the right to award only a portion of the items and/or services specified if it is deemed to be in its best interest.

1.7 Funding Out / Termination / Cancellation

- a. Florida Laws prohibit Public Employers from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- b. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- c. The following funding out provisions are an integral part of this ITB and must be agreed to by all respondents:
CCPS may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CCPS's then current fiscal year upon ninety (90) days prior written notice to the successful respondent. Such written notice will state:
 - i. That the lack of appropriated funds is the reason for termination, and
 - ii. "This written notification will thereafter release CCPS of all further obligations in any way related to the services covered herein."
 - iii. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

1.8 Bid Withdrawal

No bid shall be withdrawn without the consent of CCPS for forty-five (45) days after the opening of bids. All prices shall remain firm within the period stated for purposes of analysis and determination of lowest and the best bid.

1.9 Bid Rejection

CCPS reserves the right to reject any and all bids, in whole or in part, and to waive any and all bid formalities. Furthermore, CCPS reserves the right to re-advertise for other bids or to bid separately any projects deemed to be in the best interest of CCPS.

1.10 Unreasonable Bid

CCPS is not bound to accept any bid, quote, or proposal it may receive under this ITB. Also, CCPS will reject submittals that are considered to have been priced unreasonably low and will determine the vendor to be Non-Responsive. Unreasonable low pricing shall be at the determination of CCPS.

1.11 Non-Exclusive Contract

Any contract award(s) resulting from this ITB shall **not** be construed as an exclusive means for CCPS to acquire services, equipment, supplies, commodities, and/or maintenance and related services for such items, as outlined in this bid. CCPS reserves the right, during the term of this contract, to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, CCPS reserves the right to enter into purchase agreements for these commodities/services based on awards made by the State of Florida, other governmental entities, other CCPS awards, or contracts available through national purchasing alliances.

1.12 State of Florida Purchasing Agreements/Contracts

The State of Florida purchasing agreements and contracts available under FS 287.056 have been reviewed.

1.13 Termination of Contract

- a. In the event the successful contractor violates any of the provisions of the contract, CCPS may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless five (5) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said five (5) days, cease and terminate, but the liability of such bidder and his surety for all such violation(s) shall not be affected by any such termination.
- b. CCPS shall retain the right to terminate the contract without cause, with thirty (30) days of written notice. If said contract should be terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor the amount of the contract performed to the date of termination.
- c. A repeated instance of failure to perform may result in immediate cancellation of the contract and removal of the Contractor from consideration on other CCPS contracts for a duration of the contract period or for three (3) years, whichever is longer, at the discretion of the Director of Purchasing.
- d. Any apparent and/or clear violation of any of the items listed herein or board policy may be grounds for immediate termination of the entire contract or site where the violation occurred. Any such cancellation will be grounds for the company to be disbarred from doing any type of business with CCPS, for a period of time as determined by the Director of Purchasing.
- e. In the event the Contractor wishes to terminate the contract, it must submit its request in writing to the Purchasing Department. The request must give a 30-day notice of cancellation and should list any reasons why the contract is being terminated. Failure to give proper notice may result in the withholding of monies owed or reduction of monies owed for any expense incurred from failure to submit a proper notification of cancellation.

1.14 Pricing

- a. All pricing submitted will be firm for the duration of the contract.
- b. Pricing shall be based on FOB Collier County, Florida, and will include all packaging, handling, shipping charges, and delivery to any point within Collier County, Florida to a secure area or inside delivery. No other additional monies will be permitted.
- c. CCPS is exempt and does not pay Federal Excise and State of Florida Sales taxes. Certificate of exemption available upon request.
- d. Any discrepancy or error in bid pricing, the unit price will govern. All calculation errors will be recomputed by the Purchasing Department.

1.15 Additional Terms

CCPS reserves the right to reject offers or bids containing alternative terms or conditions, or additional terms and conditions contradictory to those requested in the ITB.

1.16 Content of ITB/Bidder Response

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto will be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS & INSTRUCTIONS."

1.17 Order Placement, Purchase Orders, and Procurement Cards

Award does not constitute any order(s). After approval of an award has been made of this ITB, CCPS will place orders utilizing one of the following procedures:

- a. *CCPS issued purchase orders* (blanket or normal): Purchase orders will be either a blanket purchase order to cover a specific time and dollar amount for multiple purchases against it, or a normal purchase order that is issued for specific items.
- b. *School/Site-based internal account purchase order*: A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
- c. *Procurement Card*: Sites or departments may place orders utilizing a CCPS-issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card.

The contractor (s) shall not provide any items or services, on any CCPS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process it according to how the order is placed. Failure to allow orders placed by any of the above methods may be cause for rejection of bid and/or termination of the contract. Furthermore, an awarded vendor shall never change, alter, increase, or exceed a Purchase Order without the expressed written authorization of the Purchasing Department.

1.18 Survivability

The Consultant/Contractor/Vendor agrees that any purchase order that extends beyond the expiration date of the original solicitation or contract expiration will survive and remain subject to the terms and conditions of this agreement until the completion of a project and/or termination of said purchase order.

1.19 Invoicing & Payment

- a. The contractor will be required to submit invoices as it supplies/services CCPS. All invoices and correspondences shall be legibly written, typed, or computer-generated and dated.
- b. All invoices shall reference a valid/current purchase order number. Failure to provide a current purchase order will be cause for delay in payment or non-payment.
- c. Invoices and statements shall be mailed directly to:
Collier County Public Schools
Accounts Payable Department
5775 Osceola Trail
Naples, Florida 34109
- d. Invoices shall reference a CCPS-issued incident or work order number when applicable.
- e. The contractor shall issue separate invoices for each purchase order number unless special instructions are given.
- f. Payment will be made within thirty (30) days after acceptance of the invoice.
- g. Invoices that do not reference valid purchase order numbers or which are erroneous (incorrect pricing, additional fees, incorrect purchase order) may be returned to the Contractor for resolution. Payment will not be made until all discrepancies are corrected and approved.

h. All invoices will be itemized to reflect all rates or discounts per this ITB. Lump-sum invoices will not be accepted. Failure to provide itemized invoices will be cause for delay in payment or non-payment.

1.20 Hold Harmless & Indemnification Agreement

Contractor shall indemnify, hold harmless and defend CCPS, its appointed officials, its employees, agents, volunteers and others working on behalf of CCPS, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against CCPS, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Sub-contractors or agents or others under the Contractor's Contract.

1.21 Protection of Property

The contractor shall at all times guard CCPS property against damage or loss to property. The contractor shall replace any loss; repair any damage to CCPS property, attainable to the contractor or its associate(s). CCPS may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor.

1.22 Safety Standards

The bidder warrants that the products/services supplied to CCPS shall conform in all respects to the standards outlined in the Occupational Safety and Health Act, as amended. Failure to comply with this condition will be cause for termination of the contract.

1.23 New Items / Warranty

- a. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to CCPS under this ITB are NEW, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.
- b. Bidder agrees that, the product and/or service furnished as a result of this ITB and award thereto, is NEW and shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of the ITB.
- c. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to CCPS, with the understanding that all replacements shall be NEW and also carry the same warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from CCPS staff. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by CCPS.

1.24 Public Entity Crimes

Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "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 with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for

CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list."

1.25 Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.26 Bullying & Harassment

Vendor, contractor, and all affiliates agree to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.

1.27 Minority, Small and Women-Owned Businesses

CCPS encourages the use of minority, small and women-owned businesses and enterprises (MWBE). The contractor agrees to ensure MWBEs are used whenever possible, such as when participating as partners, joint-ventures, prime contractors, sub-contractors, and in other contracting opportunities. Bidder may submit a certification or other documentation of its MWBE practices.

1.28 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. Bidder shall complete **Exhibit A** - "*Conflict of Interest Statement*" attached hereto and submit it with the bid. Failure to provide shall be grounds for rejection of the bid.

1.29 Unauthorized/Illegal Aliens

CCPS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the contract(s). Furthermore, the bidder shall complete the attached **Exhibit B** - "*Contractor's Affidavit Concerning Illegal Aliens*" and submit with its bid. Failure to complete this affidavit will be a cause for the rejection of ITB.

1.30 Debarment

All contractors receiving individual awards, using federal funds, and all subcontractors; certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Bidder shall complete the attached **Exhibit C** - "*Debarment Form*" and submit it with its proposal. Failure to complete will be cause for rejection of the bid. Instructions are also attached.

1.31 Drug-Free Workplace Certification

CCPS supports and encourages initiatives to keep the workplace of Florida's suppliers and contractor's drug free. In cases where identical tie bids are received, preference shall be given to a bid received from a vendor that certifies it has implemented a drug-free workforce program. If applicable, bidder shall sign and submit **Exhibit D** - "*Drug-Free Workplace Certification*", attached hereto, to certify that the respondent has a drug-free workplace program.

1.32 Smoke and Tobacco-Free Environment

According to School Board Policy No. 3215, 5512, and 7434, all CCPS facilities, both interior and exterior spaces have been deemed a tobacco-free environment. The use of tobacco or tobacco products in any form is strictly prohibited on any CCPS site. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of the contract.

1.33 Possession of Weapons & Other Destructive Devices

- a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which, in the manner in which it is used, is intended to be used, or is

represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosive, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.

- b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle
- c. If any employee of an independent contractor or subcontractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or subcontractor. If the subcontractor fails to terminate the said employee, the subcontractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate the employee or fails to terminate the agreement with the subcontractor who fails to terminate the said employee, the independent contractor's agreement with CCPS shall be terminated.

1.34 **Force Majeure**

The contractor(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots rebellions, health, or safety emergencies (including but not limited to, pandemics, local outbreaks of diseases, and break downs of water supplies), and acts of nature beyond the control of the contractor(s), unless otherwise specified.

1.35 **Public Records**

- a. According to subsection 119.071(1)(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District according to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier."
- b. All bid documents or other materials submitted by the Bidder in response to this ITB will be open for inspection, upon request, by any person and per Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
- c. CCPS has the right to use any or all documents, submittals, or ideas presented in any response to this ITB. Selection or rejection of any submittal does not affect this right.
- d. If CCPS rejects or cancels ITB and intends to reissue, then all bids, proposals, or replies submitted, will remain exempt from public records and may be returned unopened.
- e. **Per Florida Law, the Contractor shall also maintain all records, and must:**
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
 - ii. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS: woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

1.36 **Disputes**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of CCPS shall be final and binding on both parties.

1.37 **Misrepresentation**

All information submitted and representations made by the bidder are material and important and will be taken into account by CCPS when awarding the ITB. Any misstatement or omission (a "Misrepresentation") shall be treated as fraudulent concealment of the facts relating to the submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the bidder from this ITB, and any re-solicitation about this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

1.38 **Governing Laws and Venue**

- a. If the awarded proposer(s) should breach this contract CCPS reserves the right to seek remedies in law and/or in equity.
- b. All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Collier County, Florida. Venue in federal court shall be in the United States District Court. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. If a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- c. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this Contract shall in all respects be governed by and determined per the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

1.39 **E-Verify**

- a. According to FS 448.095, the Contractor shall use the U.S. Department of Homeland Security's E-Verify system, www.everify.gov, to verify the employment eligibility of all employees hired during the term of this Agreement.
- b. *Subcontractors*

- (i) The 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 defined by FS 448.095.
 - (iii) The contractor shall provide a copy of such affidavit to District upon receipt and shall maintain a copy for the duration of the Agreement.
 - c. The contractor must provide evidence of compliance with FS 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.
 - d. Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. The contractor may be liable for all costs associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and re-bidding costs (if necessary).
- 1.40 Civil Rights**
The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.
- 1.41 Buy American**
CCPS shall procure any agricultural commodity and/or food product, to the maximum extent practicable, that is produced/processed in the United States per 7 CFR, 201.21. Furthermore, except in instances where certain food commodities or products are not available from production in the United States:
- a. no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor.
 - b. all American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.
- 1.42 Prohibition of Gratuities**

By submission of a bid, a contractor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

1.43 Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.44 Other Provisions

Bidder attests, via signatory on the acknowledgment page, to the applicable certification and adherence to the provisions listed below:

- a. **Energy Policy and Conservation** (42 US Code 6201),
- b. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
- c. **Funding Agreement (Rights to Inventions) (37 CFR 401.2 (a))**
- d. **Contract Work Hours and Safety Standards Act** (29 C.F.R. Part 5)
- e. **Clean Air and Water Pollution Acts** (42 USC. 7401-7671q and 33 USC 1251-1387)
- f. **Acquisition of Unnecessary or Duplicative Items** (2 CFR 200.318 (d))

1.45 Other Agencies

Contractor(s) may permit any school board, community college, state university, municipality, or other governmental entity, including Public Charter Schools to participate in the awarded contract under the same prices, terms, and conditions. It is understood that each entity will issue its own purchase order to the Contractor(s).

1.46 Additional Information

- a. CCPS reserves the right to request any additional information, after the bid opening, to further clarify or explain any information submitted with the bid.
- b. CCPS reserves the right to allow for the clarification of questionable entries and the correction of **obvious mistakes**.

*****CCPS reserves the right to reject any and/or all bids, in whole or in part, and to waive any and all bid formalities, as may be deemed to be in the best interest of CCPS.*****

Section 2 – Bidder Requirements

2.1 Purpose

The purpose of this ITB is to find a responsible contractor(s) to provide materials and labor necessary to perform a variety of maintenance and repair services to the district's storm drains including routine and emergency services, which may be necessary at various sites located throughout CCPS. Services will be for any and all CCPS sites as necessary and will be performed in conjunction with the full knowledge of the Maintenance Department. Bidder(s) shall abide by the minimum requirements set hereto. All items are to be utilized as needed at various locations throughout CCPS.

2.2 Contract & Term

- a. The contents of this ITB and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.
- b. All prices bid shall be for a period beginning the due date **and ending December 31, 2023**. This renewal may be accomplished for up to three (3) times, provided the price schedule remains unchanged, or the price decrease is set at a price acceptable to the vendor(s) and CCPS. Renewals will be for a one (1) year period, from January 1 to December 31. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. Actions taken under this provision will be at the option of CCPS.
- c. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor prior to the end of the current contract period. If needed, the contract will be extended ninety (90) days at the current pricing beyond the contract expiration date. The contractor will be notified when the recommendation has been acted upon by the Board.
- d. In the event, the resulting agreement is terminated, not renewed, or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

2.3 Qualifications of Bidder

- a. Only responsible Bidders, who normally have knowledge and experience of and are currently engaged in the operation of providing solid waste removal services, will be considered for award of this ITB. Qualified bidders shall have adequate organization, facilities, equipment, personnel located in the southwest Florida area, and other resources necessary, to ensure prompt, efficient, and satisfactory service to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar work within the last year, demonstrated by their references.
- b. The Bidder shall be in a sound financial position, qualified to perform the work as specified, and must be primarily engaged in the types of services described herein and have been in business for the last two (2) consecutive years or more, under the same name, as a licensed contractor or have equivalent work experience in the industry and/or with CCPS.
- c. Bidder shall fully demonstrate its work history and qualifications in its submission.
- d. CCPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.

2.4 Inspection of Organization

- a. CCPS reserves the right before recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to perform all services under this ITB at or above a satisfactory level. CCPS further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet any requirements or to perform the services of this ITB. The ability or inability to meet all requirements and service CCPS under this ITB will be at the discretion of CCPS.
- b. The contractor shall at all times during the Contract remain responsive and responsible. The contractor must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to the plant, machinery, and capacity of the contractor for the services under this ITB. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the Contract.
- c. Bidder may be disqualified from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- d. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after the award of the Contractor, but should it elect to do so, the contractor is not relieved from fulfilling any and all contract requirements or documents.

2.5 References

- a. The Bidder must present a minimum of three (3) references for which they have provided similar solid waste removal services within the last year. All references must include the name of the organization, a contact name, title, number, address, a brief description of services provided (including the scope and estimated sq. footage of service area), location and date(s) of services (mm/yy to mm/yy).
- b. Although bidder(s) may have or is currently performing work for several CCPS sites, CCPS or any of its sites may only be used as one (1) reference.
- c. All references shall be for items/orders that are similar in nature, scope, and fairly equivalent in size to that of the items listed under this ITB.
- d. CCPS reserves the right to solicit reference letters from known prior or existing customers of the Bidder.
- e. Failure to submit references may result in rejection of the bid.

2.6 Previous Experience with CCPS

Bidder shall provide, on the bid sheet, a brief description of any and all previous experience with CCPS, if applicable. Details of description should include site(s) and any key CCPS personnel involved.

2.7 Organization Description

A description of the bidder's organization must be supplied in the appropriate area on the bid sheet. The description shall include, but be not limited to, a brief history of the organization, description of services provided, the number of employees currently employed, etc. Failure to submit an organization description may result in the rejection of the bid.

2.8 Equipment

- a. Bidder shall own or lease and provide all supplies and industry-standard equipment sufficient to perform the services herein. The bidder **shall submit, in the space provided, an equipment, and machinery list** to

demonstrate the bidder's ability to perform the work as requested and meet the requirements of this ITB. The list shall include but not be limited to brand name, trade name, type of equipment and a brief description of use.

- b. If the bidder rents equipment, please note that CCPS will not reimburse the contractor for the rental of said equipment.
- c. The Maintenance Department must approve all equipment, machinery, and supplies prior to usage.
- d. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer.
- e. Contractor shall supply hourly rates for each specific piece of equipment as listed on the bid sheet. Hourly rates will commence once the equipment arrives at the service site. If no hourly rate is listed, then it will be assumed there are no additional charges for the piece of equipment listed. CCPS reserves the right to add additional pieces of equipment that have high usage as determined throughout the contract.
- f. *Heavy (Non-Standard) Equipment:* In the event that heavy or non-standard industry equipment/machinery is needed, the Maintenance Department must be notified in advance for approval. The reimbursement of such equipment expense may be at cost plus percentage mark-up once approved by the Maintenance Department and will commence once the equipment arrives at the service site. CCPS reserves the right to request documentation of the Contractor's cost and to withhold payments until such documentation is provided.

2.9 Financial Information

Bidder shall submit year-end financial information from the last two (2) years, which demonstrate the financial well-being of the organization. Financial information may be either accounting audits, profit & loss/balance sheets, and/or business/corporation income tax returns prepared by a third party. All financial information shall be submitted in US Dollars. Financial Information may be submitted in a sealed confidential envelope with the bid, clearly labeled with the bidder name, "CONFIDENTIAL: Financial Information Enclosed", and a list of the forms that are enclosed. CCPS will only open if the bid is being considered. Financial information may be returned, after the award has been made, upon request. Failure to submit financial information may result in the rejection of the bid. *Please note bidder only needs to submit one (1) copy of financial statements with the bid.*

2.10 Business/Contractor Licenses (other required certifications)

- a. Bidder shall possess all applicable business licenses required to perform services under this ITB.
- b. **Business Tax Receipt:** Copy of current and previous year's business licenses (2 total) from bidding vendor to operate and perform the requested services within Collier County, Florida, **must be submitted with ITB.** All licenses must have a minimum classification of: "storm drain contractor" or a similar category. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have the current name and address of the bidder. If the bidder has moved since the issuance of the license, it must document as such with a written explanation and submit with the quote. Failure to supply a copy of business license(s) may be cause for rejection of ITB.
- c. **Contractor License:** Copy of current and previous year's TYPE OF CONTRACTOR LICENSE contractor licenses issued by the State of Florida (2 total) from bidding vendor to operate and perform requested services within Collier County, Florida, **must be submitted with the ITB.** All licenses shall have the current name

and address of the bidder. If the bidder has moved within the last two (2) years, then it must document as such with a written explanation and submit with the bid, failure to do so may be cause for rejection of the bid. Failure to supply copies of license(s) with the bid may be cause for rejection of the bid.

- d. Licenses must be valid/current at the time of submittal and shall be maintained throughout the duration of the contract and submitted to CCPS as necessary. Furthermore, the Contractor for the duration of the contract shall comply with all Federal, State, and Local rules, regulations, and licensing requirements necessary to perform the services and work required under this ITB.
- e. Bidder may submit copies of additional licensure as well as any other State Licenses, certificates, or other licensure, which will further demonstrate its capabilities.

2.11 **Staff Requirements**

- a. Bidder's staff shall possess all applicable licenses/certifications required to perform services under this ITB.
- b. Bidder shall maintain a staff consisting of a minimum of three (3) employees per truck (not including office staff) to service CCPS. Staff shall be made up of, but not limited to:
 - i. Supervisor must have a minimum of one (1)
 - ii. Technicians (OR OTHER TRADE I.E. PLUMBER) minimum of two (2)
 - iii. Labor if necessary minimum three (3)

Please note that CCPS may have projects in size that will require very minimal staff to projects that may require up to but are not limited to at least a minimum number of required employees.

c. **Supervisor**

To ensure successful completion of the services under this ITB, the Contractor shall have a SUPERVISOR that will ensure the leadership and coordination of all work listed herein. The Supervisor shall be ***located within Collier or Lee County to ensure availability to CCPS and adhere to the following requirements:***

- i. The bidder shall list on the bid sheet, the individual who will be the Supervisor for any and all work under this ITB.
- ii. The supervisor will be the main point of contact for CCPS and will oversee scheduling, administration, and performance and supervise any and all contractor crew/staff under this ITB. Furthermore, Supervisor may assist on-site in the performance of services.
- iii. The supervisor shall be currently employed by Bidder for no less than the previous twelve (12) consecutive, current months and shall have a minimum of five (5) years of experience in the industry.
- iv. The supervisor shall have knowledge and experience in all aspects of the services described herein.
- v. Résumé and a legible copy of any and all Certification(s)* of the supervisor **shall be submitted with ITB**. Résumés should include, but not be limited to length of employment with the bidder, any employment in industry, certifications, education, and further experience.
- vi. Bidder shall submit only one (1) Supervisor under this ITB.
- vii. Failure to list or provide supervisor information will be grounds for the rejection of the bid.
- viii. CCPS may require the contractor to increase the number of supervisors in order to improve the level of service and/or if the contractor is unable to service the needs of CCPS with the minimum number required at any time during the course of the contract.

**All certifications/licenses submitted shall be current and valid at the time of submittal.*

d. **Technicians**

To ensure successful completion of the services under this ITB, the Contractor shall have a minimum of three (3) technicians capable of performing services. All technicians shall be ***located within Collier or Lee County to ensure availability to CCPS and adhere to the following requirements:***

- i. Bidder shall list on the bid sheet technicians who may perform services under this ITB with their respective employment information.
 - ii. Technicians shall be currently employed by Bidder for no less than six (6) months and shall have a minimum of one (1) year of experience in the industry.
 - iii. Technicians shall have knowledge and experience and be able to perform services as described herein.
 - iv. Bidder shall list at least three (3) technicians under this ITB, but may list more if desired.
 - v. Failure to list or provide technician information will be grounds for the rejection of the bid.
 - vi. CCPS may require the contractor to increase the number of technicians in order to improve the level of service and/or if the contractor is unable to service the needs of CCPS with the minimum number required at any time during the course of the contract.
- e. **General Laborers**
The contractor may employ general laborer(s) as necessary to assist the supervisor and technicians as necessary. General Laborer shall assist only and perform minor remedial labor work in assisting supervisor and technicians as necessary per project.
- f. **Bidder may submit with its bid an alternate description of its recommended staffing sizes including the number of Supervisors and Technicians, in lieu of the above recommendations for staff herein. However, it will ultimately be at the discretion of CCPS to determine if any such proposal or alternate description of bidder(s) employees and crew sizes will function and be acceptable to CCPS.**
- g. ***Supervisor / Technician Training Statement:*** Bidder shall submit with the ITB, a letter stating that all supervisors/technicians it employs have been properly trained and certified as necessary to perform the required services under this ITB and that any future or new hire employee will also be trained and certified as such.
- h. ***Licensing Requirements:*** The contractor for the duration of the contract shall comply with all Federal, State, and Local rules, regulations, laws, and licensing requirements for any and all employees as necessary.
- i. Bidder may submit any other supervisor/technician State Licenses, certificates, or other licensure, which will further demonstrate the capabilities of its staff.
- j. CCPS reserves the right to obtain the home addresses of employees and copies of employee W-2s to prove the bidder has the personnel to meet the requirements of the ITB.

2.12 **Staff Replacements**

The contractor shall provide competent, suitably qualified personnel per the specifications of this ITB. In the event it is necessary to replace an employee, the Contractor must provide written notification to CCPS of any changes in its personnel identified in their response to this ITB. Such notification shall include a detailed reason(s) for the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience. CCPS reserves the right to reject any replacement staff member and may use alternate vendors or cancel the contract if suitable replacements cannot be made available. Any changes in personnel mentioned herein must be submitted and approved in advance by CCPS.

2.13 **Location & Staff**

- a. All bidders must have an office/branch, staffed by its employees, with adequate storage and warehouse facilities to maintain equipment, vehicles, and materials necessary for the work under this ITB. The bidder must be able to meet all requirements and response times as listed herein. The bidder must indicate the servicing branch for this ITB on the bid sheet. The office listed shall be currently open and operational and shall have been open and operational for the previous consecutive two (2) years.

- b. All employees of the Contractor shall be mentally and physically competent to perform the services required.
- c. Bidder shall maintain the required number of employees, to perform services under this ITB at this location. Bidder shall be aware that all employees shall be fingerprinted and badged per this ITB and/or State Regulations. NO EXCEPTIONS WILL BE MADE.
- d. Due to the schedule at hand and the time restraints to complete services; CCPS reserves the right to require a contractor to provide additional employees or add manpower to its current crew, in order to complete all services necessary, to perform at an acceptable level of service, maintain the pace of scheduled services or for any reasons necessary, under this ITB. If the Contractor is unable to add additional manpower, then CCPS reserves the right to use alternate vendors to ensure all services are completed within the time frame necessary and/or terminate the contract.

2.14 Partial Bids

Due to the need to have a ready and consistent service available, bidders must submit a bid on all items under this ITB, for any and all CCPS sites, to be considered for an award. CCPS will NOT consider partial bids, bids for certain sites, or bids that exclude certain geographical locations.

Section 3 - Contractor Requirements

3.1 Contractor Performance

- a. The contractor (s) shall maintain an acceptable level of satisfactory service throughout the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or for any reason deemed necessary by CCPS staff. Reasons for any withholdings will be provided to the Contractor in writing along with an acceptable time frame the Contractor has to fulfill all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the corresponding CCPS department or its designee, then the contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory performance of the Contractor. The withholding of any monies and the subtraction of costs/fees incurred will be used at the discretion of CCPS. If no monies are owed to a contractor and performance levels are below satisfactory then termination of the contract as outlined in this ITB will apply.
- b. It shall be the responsibility of the contractor to be knowledgeable and familiarize itself with all applicable federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the services provided under this ITB, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. The contractor shall perform all services per all Federal, State, County, and City statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Contractor. Lack of knowledge by the contractor will in no way be a cause for relief from responsibility.

3.2 Trial Period

- a. Awarded contractor(s) may be placed on a ninety (90) day trial period at the commencement of the contract. During and towards the end of the trial period, CCPS personnel will decide on whether to continue the contract or to remove the Contractor and award contract(s) to the next low, responsible bidder or place out for bid as necessary. The decision will be based on performance, workmanship, and the ability of the contractor to meet the servicing needs of CCPS.
- b. CCPS reserves the right to terminate the contract or contractor(s) at any time during the trial period, for failure to perform, failure to service CCPS, or failure to meet any of the requirements of the ITB. Any such termination will be made in writing and may be immediate.
- c. If no work is performed in the initial ninety (90) days of the contract, then the trial period may be extended until an evaluation of the contractor(s) services' can be completed. The extension and length of any such case will be at the discretion of CCPS.

3.3 Contractor Awareness

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference with academic and other school activities. All work shall be coordinated with the Maintenance Department or its designee.

3.4 Sub-Contractors

- a. The Contractor **shall at no time** during the contract, sub out the services to be performed under this ITB. The actual solid waste removal services under this ITB shall be performed by the awarded contractor and its employees. Failure to comply shall be grounds for immediate termination of the contract.
- b. The contractor may sub-contract minor remedial work or other work that is outside the scope of this ITB, as approved by the Maintenance Supervisor.

- c. Where applicable on the bid sheet, the bidder is expected to list possible sub-contractors it may use throughout the contract. The list shall include the name of the sub-contractor, a brief description of the services it provides, contact name, phone number, and e-mail address. CCPS reserves the right to approve or reject any sub-contractor.
- d. When a sub-contractor is necessary, the contractor shall provide the Sub-Contractor's "not to exceed" price amount before the commencement of any work and submit it to CCPS for approval. All sub-contractors and their estimates must be approved in writing.
- e. Bidders are expected to include a sub-contractor(s) price plus % mark-up on any estimate submitted to CCPS, in the appropriate area on the bid sheet. If no percentage mark-up is given, then it will be assumed there are no additional fees for a sub-contractor.
- f. *All sub-contractor's employees must also meet all of the background, fingerprint, and badging requirements of CCPS.*
- g. Any work performed by any sub-contractor(s) will be the responsibility of the Contractor.
- h. Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-contractor(s) and CCPS. The bidder will be fully responsible to CCPS for the acts and omissions of any sub-contractor(s) and its employees.

3.5 Day Laborers

The Contractor **shall at no time** during the contract use day-laborers to perform any work under this ITB. Any personnel of the Contractor performing work at any CCPS site shall be documented per this ITB. Failure to comply shall be grounds for immediate termination of the contract.

3.6 Contractor Employee Conduct

- a. The contractor shall be responsible to CCPS for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under a contract with the awarded Contractor(s) of this ITB.
- b. ****The Contractor shall strictly prohibit interaction between its employee(s), suppliers, or anyone involved in any manner with projects under this ITB and the student population.****
- c. Contractor employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. Contractor employees will refrain from using foul, abusive, or profane language on CCPS property. The Contractor shall prohibit its employees from disturbing CCPS property that is not within the employee's scope of responsibility.
- d. The contractor shall require its employees to comply with the instructions about conduct and School Board regulations, issued by duly appointed officials, such as the Principal, Facility Manager, etc. The Executive Director, Maintenance Supervisor, and/or the Principal of any site where work is being performed or his/her designee, at their discretion, may require that the contractor immediately remove any employee from working on CCPS premises for violating any School Board policies, general misconduct or terms of this agreement.
- e. CCPS reserves the right to require a change in service of any contractor employee if the conduct by the Contractor's personnel, in the opinion of CCPS, is unprofessional.

3.7 **Employee Dress Code**

Employees of the Contractor shall be required to dress per CCPS's dress policy and must wear proper attire and a company shirt **at all times while on CCPS property**. The Contractor shall require employees to be dressed in their work attire when reporting to work and/or arriving at any CCPS site. All shirts/uniforms shall have the company name and/or logo on the shirt.

3.8 **Background & Identification Badges**

- a. Bidder shall adhere to all CCPS & State requirements regarding fingerprinting and badging. Bidder shall review and complete **Exhibit JLA** attached hereto and submit it with its bid.
- b. According to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any sub-contractor employees.
- c. **After the award of the bid, contractors' and sub-contractors' employees may need to be screened according to CCPS policy 1121.01. The fee schedule and other important information about fingerprinting can be obtained on our website at <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". Failure to comply will result in the immediate termination of the contract and removal from the bid list for three (3) years.**
- d. Contractor employees are required to wear, **at all times on any site**, State issued identification badges per CCPS policies and the Jessica Lunsford Act. Employees will not be allowed on any CCPS site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of the contract(s). Please note that Contractor(s) must submit all COIs, licenses, etc. before badges can be issued.
- e. The contractor may be required to submit a list of badged employees to the Maintenance Department after the commencement of the contract. Any changes during the contract must be updated and submitted immediately.
- f. *****Contractor employees using badges from another, terminated, or retired employee is strictly PROHIBITED and will be cause for immediate termination of contract ***.**
- g. Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to ensure they meet all State and CCPS requirements.

3.9 **Insurance Requirements**

- a. Certificate of Insurance
Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL
5775 Osceola Trail
Naples, Florida 34109

All certificates shall list the ITB # and title and be submitted to Ms. Valerie Acuna, Purchasing Department via e-mail (acunav@collierschools.com). Failure to provide a COI shall be cause for termination of the contract.

b. *Duration of Insurance Policies*

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured.

c. *Insurance Policy Review*

Insurance policies may be submitted for review to the School Board's attorney and/or the Purchasing Department. Said policies shall be in form and content satisfactory to the CCPS's said, representatives. Said policies shall also name CCPS as an additional insured party where specified herein.

d. *Worker's Compensation*

Contractor(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits. If a bidder is exempt from Workers' Compensation, it will provide an exemption certificate upon request.

e. *Comprehensive General Liability*

The successful bidder shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury products, and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence / \$2,000,000 aggregate.

f. *Business Automobile Liability*

The successful bidder shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

3.10 **Safety Service Standards**

- a. The contractor(s) shall ensure the safety of its employees, building occupants, and the environment throughout the contract for any CCPS projects.

The Contractor shall be responsible for instructing and training their employees in all safety measures.

- b. The contractor shall determine the need for and provide its personnel with all protective or safety items required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used. Failure to comply will be grounds for termination of the contract.
- c. All equipment used by the Contractor shall be maintained in safe operating condition at all times, and be free from defects or wear that may in any way constitute a hazard to any person or persons on CCPS property.
- d. **CCPS reserves the right to stop any work practices, procedures, etc. it deems to be unsafe, at any time.**

3.11 **Site Access / Gate Keys**

- a. The majority of CCPS sites will have an on-site Facility Manager that may be the point of contact for access to site or service areas. Please note that the main contact for the project/services will always be the Maintenance Department representative.
- b. The Maintenance Department may issue gate keys to awarded contractors, if necessary. The Contractor shall be responsible for all keys issued. Furthermore, special site keys may be made available by each site

if necessary. These keys will be issued at the discretion of the site. All keys issued by a site shall be returned at the end of each workday unless other arrangements are made with the site Facility Manager and the contractor. All gates shall be secured at the end of each workday. All keys are in the exclusive control of the school representative at the site. All keys shall be returned at the expiration and/or termination of the contract.

- c. At no time shall Contractor duplicate any CCPS issued key.

3.12 Right to Require Performance

The failure of CCPS at any time to require performance by the contractor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Furthermore, indulgence by CCPS on any non-compliance by the contractor does not constitute a waiver of any rights under this ITB.

3.13 Contractor Vehicles

Contractor vehicles shall be clearly labeled with contractor name and logo unless otherwise approved by CCPS, and shall meet all Federal, State, and local statutes and regulations.

3.14 Equipment Storage

- a. The Contractor will not be permitted to store any equipment, tools, or chemicals at any CCPS facility during the length of the contract unless worked out in detail with the Maintenance Department or their designee in writing.
- b. The contractor must ensure that all equipment, tools, and chemicals are removed after each visit. Continual non-compliance may result in the removal of the contractor from the site or termination of the contract.

3.15 Water/Power

- a. Water will be made available, as necessary. Water keys if necessary will be issued by CCPS and shall be the responsibility of the Contractor.
- b. Locations of a water supply, if available, will be determined for each site.
- c. CCPS may furnish electrical power as necessary or upon request.

3.16 Break Areas and Restrooms

Lunch and Break areas are restricted to the contractor vehicle parking area or off-campus. Restroom facilities are restricted to those areas designated by the Principal or Facility Manager.

3.17 Clean-Up

The contractor shall be responsible for removing any debris from the project site and cleaning affected areas. The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses. Also, upon request by CCPS, the contractor shall remove such debris and materials from the property and properly dispose of them. The contractor shall leave all affected areas as they were before beginning work.

3.18 Property Damages

- a. The contractor shall perform necessary services in such a manner that does not damage property. In the event damage occurs to the property because of any services performed under this contract, the contractor shall immediately report the incident to the Maintenance Department. The contractor will replace or repair the same at no cost to CCPS. If the damage caused by the contractor has to be repaired or replaced by CCPS, then the cost of such work shall be deducted from the monies due to the contractor.

- b. Any other damage caused by the contractor shall be **immediately** reported to the appropriate Maintenance Department representative. Any damage caused by a contractor shall be repaired or replaced at the Contractor's expense. A reasonable schedule for the repair or replacement of any CCPS damaged property shall be worked out with the CCPS Supervisor, Contractor, and/or site. CCPS may, at its option, have items repaired or replaced internally.
- c. Personal property damaged by Contractor may be worked out between Contractor and the individual owner(s) of damaged property.
- d. Non-compliance with these procedures shall result in any invoice(s) to be held until replacement parts are received or repairs are completed by the Contractor to the satisfaction of CCPS.

3.19 Work Stoppages

- a. If any services or projects are disturbing student/teacher activities or posing an immediate danger, the Principal or his designee shall have the right to direct the Contractor to stop all work. Once a stoppage of work has been ordered, the contractor shall immediately cease all work and secure the area/site. The contractor shall keep specific records of such occasions and shall notify the appropriate Maintenance Department representative immediately, of any such occurrence.
- b. The contractor shall be responsible for immediately notifying CCPS, in writing, of any unsatisfactory or detrimental conditions that may arise that would interfere with the proper and timely completion of any project. The notification shall include the condition and an estimated timeframe of delay. Delays in projects may be acceptable if it is agreed upon by CCPS. The contractor shall not proceed without the conditions remedied and the approval of the Maintenance Department or its designee.

3.20 Chemicals

- a. Contractors will be permitted to use chemicals to assist in the performance of services under this ITB. The contractor will be responsible to provide all chemicals and other materials necessary to perform services.
- b. All chemicals will be supplied at no additional cost to CCPS and be incorporated into the rates and pricing submitted under this ITB.
- c. **The contractor will be expected to comply with all chemical labels in its applications.**

ALL CHEMICALS SHALL BE USED PER THEIR LABEL. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of chemicals.

- d. The bidder shall list in the appropriate area on the bid sheet, any chemicals that will have high usage in the work described herein. Chemical information shall include name, brand name, manufacturer, EPA Registration #, any model or SDS # applicable, and a brief description/purpose of usage. Please note it is not necessary to submit SDS sheets with the bid for those chemicals bid as specified. Any SDS will be collected from the Contractor after award and before use.

All chemicals must be approved by CCPS before usage.

- e. While on the job site all chemicals must be kept secured at all times and handled in leak-free containers per all applicable laws.
- f. The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases.

- g. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of chemicals, petroleum product, or other hazardous material. The Contractor shall have on-site at all times, appropriate first-aid and spill kit(s).
- h. The contractor shall properly dispose of chemical containers as outlined in the label instructions. CCPS dumpsters are not to be utilized at any time during the contract.
- i. Throughout the contract, it is understood that newly researched products may become available. CCPS may consider other types of chemicals as they are made available. The contractor shall meet with CCPS to discuss alternate products or new technologies that may increase efficiency, safety, and/or be more environmentally safe at any time during the contract. Any new product will be reviewed and either rejected or accepted at CCPS's discretion.
- j. The contractor will be responsible to supply its personnel with all personal protective equipment for its operators. Failure to do so may be grounds for termination of the contract.

3.21 Safety Data Sheets

- a. Supplies requested that meet the Hazard Communication Standard (HCS), are required to have published Safety Data Sheets (SDS).
- b. The contractor(s) will be required to submit a copy of the SDS for all such substances to CCPS, before the start of the contract.
- c. The contractor shall maintain a copy of all current SDS documentation and safety certifications at the Maintenance Department and each project site at all times, as well as comply with all other site documentation requirements per applicable OSHA programs and this ITB.
- d. All products must be recommended for the specific application by the manufacturer and approved by the EP and OSHA.
- e. Failure to provide or maintain SDS documentation will be cause for termination of the contract.

3.22 Permits

CCPS possesses a general building permit with inspection services provided by a CCPS designated vendor. Projects which may require a permit will fall under the CCPS general permit. Furthermore, all permit fees and costs will be the responsibility of CCPS. However, when required, the Contractor shall prepare all documents required to obtain a permit for any project necessary under this ITB.

3.23 Supplementary Specifications

CCPS reserves the right to add supplementary specifications to any service(s) under this ITB. Supplementary specifications may be for additional services outside of the general scope herein or under special circumstances, at the time of the said project. A price may be negotiated at the time if necessary for any supplementary specifications that may alter the scope of work listed herein.

3.24 Inspection of Services / Correction of Deficiencies

- a. CCPS will inspect any services performed under this ITB, as soon as practical, after notice of completion by the project has been given. If such inspection shows that the required services have been performed per specifications payment will be rendered upon receipt of a proper invoice.
- b. In the event the services or work performance of the Contractor is unsatisfactory or deficiencies are noted on any service, the Contractor will be notified by the Maintenance Department and given a description of the deficiencies and a time frame to correct the work. There will be no cost to CCPS for these corrections.

- c. If any deficient service or work is not corrected, or if the contractor fails to perform any required service within the schedule, CCPS reserves the right to obtain substitute performance. Deductions of the cost of such substitute performance will be made from the Contractor's payments. Exemptions may be given by the Maintenance Department if notified of any delays, problems, or conflicts that may arise during a particular project or service. Repetitive unsatisfactory performances will result in the termination of the contract.
- d. Any such inspection or tests made by CCPS, shall not relieve the Contractor of its responsibility to remedy any deviation, deficiency, or defect.

3.25 Proximity of Sites

The contractor may be required to perform services to multiple sites in the same workday. In cases where sites are located within a 1-mile radius of one another, CCPS shall be invoiced for the time and materials spent at these sites. For example, if services are performed for 15 minutes at the Administration Center and 30 minutes at Barron Collier High School, then CCPS should be billed at either 45 minutes of work or a single minimum charge for both (combined) services. CCPS should not be invoiced for multiple minimum rate fees for each site within the 1-mile radius proximity. These circumstances will be scheduled and approved by the Maintenance Department before services are performed.

The Maintenance Department will schedule requested services for multiple sites within the same geographic area whenever possible.

Section 4 - Scope & Description of Services

4.1 Description

- a. CCPS intends to purchase under this ITB, storm drain maintenance, repairs, and related services for all sites located throughout CCPS. Projects which fall under this ITB are required by CCPS for the upkeep and maintenance of CCPS facilities, therefore the need exists to have a proper source of suppliers that are responsive, qualified, and readily available to meet CCPS needs and requirements with minimum delay in service. All potential bidders, who wish to be considered for any and all contract(s) for these services shall fulfill the requirements as listed herein.

The contractor(s) shall provide qualified services, service vehicle(s), the necessary number of employees, tools, equipment materials, labor, and equipment necessary to perform such services, at various sites located throughout CCPS. The contractor shall comply with CCPS's specifications, guidelines, and restrictions issued for each project/job. All work will include any and all services necessary from start to finish.

- b. Due to the wide variance, the unpredictability of the nature of the needs, and restricted budgets, CCPS will not be obligated to any set dollar amount and therefore a contract award only guarantees a source of supply for services. CCPS can only estimate that the selected Contractor(s) may be required to perform pavement maintenance services as the need arises at any given CCPS site, during the course of the contract.
- c. It is the Contractor's responsibility to be knowledgeable and familiar with and perform all services under this ITB that comply with all current federal, state, and local laws, codes, rules, and regulations. All services will be in accordance with any and all governing requirements and shall conform to all laws, ordinances, codes, rules, and regulations including state, local, and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. Failure to abide will be cause for termination of the contract.

NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.

- d. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of each project. The contractor shall also thoroughly examine and be familiar with all the specifications.
- e. All work and scheduling will be performed in coordination with Maintenance Department, per CCPS-issued work orders and awarded contractor(s).
- f. The Maintenance Department or its designee will be the sole judge of conditions and the performance of the Contractor.
- g. The contractor shall supervise and direct the work, using its best skill and expertise to ensure workmanship is of the highest quality. The contractor shall be solely responsible for all work assigned to it, including the means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract with the Maintenance Department.
- h. All services will be for any and all CCPS sites as necessary and will be performed in conjunction with the full knowledge of the Maintenance Department.

4.2 **Description of Sites**

- a. CCPS currently has over fifty-seven (57) sites located throughout Collier County, Florida that may require services under this ITB. A list of sites and addresses may be obtained at:

<http://www.collierschools.com/domain/80>

Please note that this list may not be all-inclusive. All CCPS sites are located in Collier County, Florida, including the cities of Naples, Immokalee, Marco Island, and Everglades City. The contractor shall be able to perform services at any CCPS site.

- b. CCPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based upon the pricing given herein.
- c. The majority of orders under this ITB will be placed by the Maintenance Department; however, the bidder shall note that any CCPS site may place orders for services under this ITB. The prices submitted by bidders under this ITB will be held for any CCPS site.
- d. Any and all work ordered under this ITB is ordered on an as-needed basis only. Therefore, no minimum or maximum amount of work is guaranteed.

4.3 **Requirements of Services**

- a. It is the intent of CCPS to have the contractor perform services as quickly and efficiently as possible with little to no interference with the daily routine and activities of the site.
- b. The expectation of the Contractor to perform services is to have the contractor arrive on site, with the appropriate number of employees, park in an area away from student drop-off/pick-up areas or an area designated by the Facility Manager, and commence services. Services shall continue uninterrupted to the conclusion of all work specified or clean-up is complete unless otherwise arranged with CCPS.
- c. **When applicable, ALL EMPLOYEES must sign in at the main office** (if the office is closed then the contractor shall notify the Maintenance Department and/or Site Facility Manager of personnel on site) and follow any and all site procedures for visiting its site, including the proper badge/identification of each employee.
- d. Services shall at all times be properly supervised and adequately manned by an experienced crew of appropriate size for the duration of the service. Furthermore, it is the responsibility of the Contractor (Supervisor) to direct their crew and employees and convey all pertinent information that was expressed prior to work commencement. CCPS will not be responsible for explaining the work to the crew.
- e. The Facility Manager or Maintenance Department may be needed to give access to the project area or designate necessities of the project for the Contractor.
- f. The contractor will begin performing services and complete them in the allotted time frame. Upon completion, the contractor will secure (if necessary) and exit the site.
- g. Any designee, either employee or an authorized representative of CCPS may announced or unannounced to accompany the contractor on any project, service, or site.
- h. Site shall be left in good condition and free of any debris or trash. The contractor shall be responsible for the clean-up and disposal of all waste as a result of its services. The Contractor will be responsible for the disposal of all debris and shall not use CCPS dumpsters for any disposal. The area shall be kept as neat, clean, and orderly as possible during services.

- i. During the course of its services, the contractor shall notify the Maintenance Department upon discovery of any new or problematic issues. Notification may be immediate if an observation is deemed an emergency. CCPS will be the sole determiner if action is required.

4.4 **Schedule of Work & Availability**

- a. When services are needed under this ITB, the Maintenance Department will contact Contractor(s) via an e-mailed incident/work order or other communication available. No work shall be performed without a valid incident number. The incident/work order will furnish a Facility Manager, school/site phone number, and/or e-mail address. The contractor is to schedule appointments with the Facility Manager/site personnel to ensure access to all areas and provide the Facility Manager with the incident number upon arrival. Appointments shall be confirmed via e-mail to the Facility Manager/site contact and carbon copied to the Maintenance Department's designee. A list of contact numbers and e-mail addresses may be provided to the successful contractor after the award. This will ensure access to all areas and provide the Facility Manager with knowledge of the Contractor's whereabouts on campuses.

Any questions, concerns, or problems that arise during the course of the contract should be immediately directed to the Maintenance Department or designee.

- b. Contractor shall be available to perform any scheduled work during standard business hours, Monday through Friday, 7:00 a.m. to 5:00 p.m., however, the contractor should note that there may be incidents that require the work to be performed after standard business hours or on weekends so as to not interfere with students. The contractor shall therefore be available to perform services outside of standard business hours. Permission to work outside the standard business hours must be gained directly from CCPS in writing and may be granted verbally in emergency situations.
- c. Projects will be attempted to be scheduled M-F as described above. Bidder may provide additional fees or upcharges for scheduled services to be performed on holidays recognized by CCPS.
- d. The contractor may be required to do emergency repairs at times other than the standard business hours. Therefore, the Contractor shall be in a position to be available on a twenty-four (24) hour basis, three hundred sixty-five (365) days per year for such emergency work. The contractor shall provide CCPS with an on-call, 24-hour telephone number for emergency services. The emergency number will be for the duration of the contract and shall be updated as necessary.
- e. After completion of any project and/or each site/school, service and/or work, the contractor shall e-mail or fax the Maintenance Department and/or its designee that: "Project/site xxxxx has been completed", within five (5) business days of the work being completed. Failure to do so or continual non-compliance will result in the termination of the contract.
- f. No work shall be performed without full knowledge of the Maintenance Department. The Contractor will be furnished a Facility Manager, school/site phone number, and/or e-mail address for any and all sites. The contractor is to notify the Facility Manager/site personnel 24 hours prior to any service. This will ensure access to all areas and provide the Facility Manager with knowledge of the Contractor's whereabouts on campuses.
- g. For all services, the Contractor shall work with the Maintenance Supervisor on a schedule of work or services. If required, the schedule of the work's progress shall be frequently updated and provided to the Maintenance Supervisor. For larger projects, the Maintenance Supervisor may work with the Contractor on a timeframe/schedule for the project to be performed and/or completed. These types of projects may be performed during non-student days and would require completion in the timeframe allotted by the Maintenance Department.

- h. If the contractor determines after a project/service has commenced, that additional days or time will be required, it must request approval from the Maintenance Supervisor for a time extension.
- i. **All scheduled services shall be performed as described and scheduled. All work order services shall be performed per the agreed-upon time at the time of the work/project. In the event a Contractor cannot complete the work in the time frame required, or perform services as scheduled, CCPS reserves the right to use an alternate contractor(s) as necessary. Continual failure to respond or complete projects as scheduled will result in the termination of the contract.**

4.5 Response Time

- a. The contractor shall be contacted by the Maintenance Department or its designee for all services, projects, and any additional services that may be needed throughout the year. Due to emergency and possible damage control situations, **delays in responses will not be acceptable**. Initial contact from CCPS may include a brief description of the project/services and a timeframe of completion.
- b. The contractor shall respond to initial contact within two (2) business days to CCPS's request. The request will be for either a meeting, the preparation of an estimate, or responding to Maintenance issued work order/incident, for all non-emergency projects. The request may be in the form of an e-mail or phone call. In its response, the Contractor shall indicate its willingness to perform the project/services, availability, and ability to complete the project/services as requested. If it is unable to meet any of the needs of the district or a reasonable timeframe/schedule cannot be reached, CCPS reserves the right to utilize alternate contractors.
- c. ****Contractor shall respond immediately to any emergency call or immediate need requested by CCPS and will be on-site and commencing services within two (2) hours of initial contact, for all sites. The contractor shall immediately address the problem, take photographs (if possible) and inform the appropriate CCPS Supervisor of the extent of the emergency and/or problems. ****
- d. Failure to respond within these time frames may be cause for CCPS to use alternate Contractor(s). Continued failure to respond will result in the termination of the contract.

4.6 Scope of Work

- a. *Overview*
This ITB defines the **minimum** requirements necessary to perform services. The contractor shall perform storm drain maintenance, repairs, and related services as required. The services provided as a result of these contracts will be available to any and all CCPS departments, primarily utilized by the Maintenance Department.
- b. *Type of Services and Description:*
The contractor shall be expected to perform all types of storm drain maintenance and repairs as necessary. The following types of services¹, are the most commonly needed for service under this ITB and will include but not be limited to:
 - The cleaning/flushing of storm drain pipes may include temporary plugging and dewatering of individual storm drain segments.
 - Vacuuming of the storm drain pipes and appurtenances (inlet boxes)
 - Vacuuming of Continuous Deflection Separation (CDS) Systems
 - Video recording in DVD or another format of the segment cleaned when authorized
 - Providing written reports of the condition of the facilities
 - Handling of emergency storm drain services
 - Handling of small, miscellaneous storm drain projects
 - Any other additional, related services as necessary, as directed by CCPS.

1 - Please note that this list of services is given for bidding purposes only and to inform vendors of the types of services that may be needed. This list does not limit or obligate CCPS.

c. *Project / Job Descriptions*

The contractor will be assigned various storm drain maintenance and repairs throughout the contract. Repairs of storm drain pipes will be determined by the Maintenance Supervisor when such repairs will be made after damage or defects are identified. The contractor should expect to find that the length of pipe and box culverts, the number of inlet boxes, and CDS Systems along with the project/service duration times will vary. It should be anticipated that the majority of work to clean/flush pipes and structures will be on short project increments from storm box to storm box or outflow of approximately 30', 50', or 100' in length with the duration to last approximately two (2) to eight (8) hours; however, larger projects that exceed the prior description may be required during the term of this contract.

d. *Supervision*

It is the responsibility of the Contractor to direct their crew, employees, sub-contractors, and any other additional personnel directly related to services; and convey all pertinent information that was expressed prior to work commencement. CCPS will not be responsible for explaining work to the Contractor's crew, employees, etc.

e. *Coordination of Project/Site*

It is the responsibility of the Contractor to coordinate all projects, services, etc. under this ITB with any other CCPS Department, other governmental agencies, or parties or provide additional supervision as necessary regarding provisions for the location specifics of each work site, traffic control signage, purchasing/acquiring water and identification of the nearest sediment disposal site. The contractor has the ultimate responsibility to perform work in accordance with all rules and regulations that pertain to the industry in which work is performed.

f. *Observation Records:*

Printed records of the locations shall be kept by the Contractor. The records must clearly indicate the culvert size, length of the segment, storm drain pipe inverts at each end, type of storm drain, unusual conditions such as the encroachment of roots, bad or failed storm drain joint connections, broken drain pipe, and other discernible features will be recorded, and a copy of such records will be supplied to the Maintenance Supervisor Manager.

g. *Definitions of Terms of Services -*

For the purpose of this ITB and subsequent work, the listed terms will have the following definitions:

- **Cleaning** - refers to the removal of enough material to ensure that at least ninety-five (95%) of the pipe or basin is restored
- **Light Cleaning** - refers to the removal of ¼ diameter of the pipe/basin or less of sediment or debris from a section of the pipe or basin. This item will be billed, at a minimum of a 10-foot increment and may be mixed with other types of cleaning. The contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by the Maintenance Supervisor.
- **Medium Cleaning** - refers to the removal of between ¼ to ½ diameter of the pipe/basin of sediment or debris from a section of pipe or basin. This item will be billed, at a minimum of a 10-foot increment and may be mixed with other types of cleaning. The contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by the Maintenance Supervisor.

- **Heavy Cleaning** - refers to the removal of greater than ½ diameter of the pipe/basin of sediment or debris from a section of pipe or basin. This item will be billed, at a minimum of a 10-foot increment and may be mixed with other types of cleaning. The contractor will provide certification that at least ninety-five percent (95%) of the pipe capacity is restored. Video inspection may be requested by the Maintenance Supervisor.
- **Specialty Cleaning** – this refers to cleaning services such as the removal of masonry plugs, calcite/concrete deposits, roots or the use of special equipment such as bucket machines will be priced in addition to light, medium, or heavy cleaning as described above. This item will be billed, at a minimum of a 10-foot increment and may be mixed with other types of cleaning. Specialty Cleaning will only be charged for the footage for which the service was required with a 10-foot minimum and as authorized in writing by the Maintenance Supervisor. The contractor will provide certification that at least ninety-five percent (95%) of the pipe or basin capacity is restored. Video inspection may be requested by the Maintenance Supervisor.

h. *Communication*

The contractor shall communicate frequently with the Maintenance Supervisor or designee and provide a working schedule once a valid purchase order has been issued. The written schedule is required to be kept current with the progress of the work. Any changes to the schedule or timeline must be approved by the Maintenance Supervisor.

4.7 **Cleaning of Storm Drain Pipes, Catch Basins, Inlet Boxes, and Box Culverts**

- a. The contractor(s) will be responsible for obtaining all materials to perform the necessary projects and repairs as they arise. All materials may be reimbursed at cost plus a % increase as indicated by the bidder in the appropriate area on the bid sheet. If no percentages are listed, it will be assumed that all materials will be supplied at cost.
- b. **The work specified consists of the removal and disposal of sediment, silt, debris, vegetation, soil, rock, or any type of blockage including temporary dewatering plugs left behind or restriction inside a storm drain pipe, inlet box, Continuous Deflection Separation (CDS) Systems or equivalent or box culvert to restore maximum drainage capacity.**
- c. The storm drain pipe segments may be required to be de-watered with the storm water discharge being towards a downstream segment of the storm drain system all rules and regulations having jurisdiction shall be followed and barriers used to minimize any pollution from contaminating any body of water. All NPDES and Clean Water Acts rules and regulations must be adhered to. Jet rodding and vacuum cleaning of the storm drain pipes in preparation for video-recording of the cleaned storm facilities may be required upon request.
- d. Storm drain pipe sizes and segments will vary. The items listed on the bid sheet are estimates for the estimated pipe sizes, etc. CCPS reserves the right to specify actual footages and/or cubic feet of boxes or CDS system(s) as may be required during this contract period but does not guarantee any minimum or maximum to be ordered during the period specified.
- e. Contractor shall clean the storm drain pipe, catch basin, inlet box, box culvert, or CDS system so that the drainage capacity is one hundred percent (100%) of the existing capacity of the pipe, and box culvert, or CDS system. Erosion and water pollution control shall be accomplished. When water is present, the storm drain pipe or box culvert shall be de-watered to facilitate cleaning. Cleaning shall be done in a manner not to damage the storm drain pipe, inlet boxes, box culvert, CDS system, or surrounding area.

- f. Access to the storm drain pipe, inlet box or box culvert may require temporary removal of fence, signs, guardrail, grates, or manhole covers. They shall be replaced at the after the cleaning operation or each day, as appropriate for safety. No undermined areas shall be allowed at in fall or outfall ends of the pipe or box culvert. Any disturbed areas shall be re-sodded after regraded at no additional cost. Needed repairs to the storm drain pipes or box culverts identified during the cleaning operation shall be reported to the Maintenance Supervisor. All sediment, silt, and debris removed in the cleaning operations shall be disposed of by the Contractor in areas meeting Federal, State, and local rules and regulations. Contaminated soils (sewage, solvents, etc.) or suspected contaminated soils shall be reported to the Maintenance Supervisor immediately for investigation. Quotes for repair work may be requested prior to authorization of any work performed.
- g. Due care shall be taken of all existing landscaping. The Contractor may be required to perform necessary site pruning on any existing plant's foliage which will interfere with the equipment or work area to limit total removal and/or replacement of the landscape material. The Contractor shall be responsible for the replacement at the Contractor's costs unless otherwise approved by the Maintenance Department, including any re-sodding that may be necessary.
- h. All materials utilized shall be NEW and selected to match any existing material at specific sites or approved per the Maintenance Department or designee. OEM parts shall be utilized in all possible circumstances.
- i. All materials, parts, and sundries utilized shall conform to standards of the trade, and manufacturers' recommendations, comply with existing systems and be acceptable to CCPS.
- j. The contractor(s) shall provide documentation, upon request, of the cost for parts (i.e. invoices) for any item or materials requested by the CCPS. Any documentation shall be supplied within three (3) business days of request. Failure to provide documentation will be cause for delays in payment. Continual non-compliance will be cause for termination of the contract.
- k. CCPS reserves the right to furnish materials or purchase materials directly from suppliers and have the Contractor utilize for services under this ITB.

4.8 De-Watering Services

When de-watering, other than associated with an item with a linear foot unit price is required, the costs will be based on an hourly fee as shown in the Unit Price. Time log of time start and time completed of the de-watering shall be kept and submitted as a backup with the invoicing.

4.9 Video Recording Services

- a. The contractor may be requested to perform video recording services on older culverts and/or in circumstances where the district is determining whether to replace or repair certain facilities. The cleaning and/or video recording Contractor does not guarantee the repair or replacement work identified when performing such video recording. The Contractor shall make two (2) basic methods of internal storm drain pipe observation available:
 - 1. Conventional color observation cameras are specifically designed for use in storm drain pipeline observation work and mounted on conventional skids.
 - 2. Conventional color observation cameras are specifically designed for use in storm drain pipeline inspection work mounted on floating skids or rafts.
- b. The contractor may be required to submit sample video recordings from recently completed projects demonstrating the picture quality obtained with each available inspection system for storm drain pipe diameters ranging from twelve inches (12") to seventy-two inches (72"). The intent is to ensure that the best possible picture quality is made available. In all cases, the complete video system (cameras, lens, lighting, cables, monitors, and recorders) shall be capable of providing a picture quality acceptable to CCPS,

and if unsatisfactory, the equipment shall be removed and no payment will be made for the unsatisfactory product.

- c. Superimposed images may be requested by the Supervisor as necessary. Superimposed images will be provided upon request at no cost to the district.
- d. All videos shall be of the two (2) hour DVD/Windows/Word format submitted on a flash drive with each being professionally labeled showing CCPS's name, site of recording (i.e. school name), the lines recorded on the drive/disc, the date of viewing and the name of the Contractor.
- e. Actual video recording services under this ITB, will be selective and only performed as authorized by the Maintenance Supervisor. Please note that not all storm drain pipe segments will be required to be videoed. When authorized, the purpose of video recording shall be to supply a visual and audio record of the storm drain problem area segment(s). Video recording playbacks shall be at the same speed that was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. The title to the tape shall become the property of CCPS. The Contractor shall have all videos for each storm drain segment accessible for review by the Maintenance Supervisor.
- f. When requested by CCPS, the cleaned storm drain pipes will be videoed in DVD or flash drive format to document and enable evaluation of the existing storm drain conditions. Two (2) copies of the video in flash drive format along with written observation reports will be provided to CCPS. If pipe damage is significant, the pipe cleaning will have to be terminated at the heavily damaged area to avoid causing further damage by additional soil settlement into the storm drain system.

4.10 Method of Operation for Video Recording

- a. When requested, all video-recording observations will be done on clean, dry lines. The storm drain pipes are to be checked for cleanliness by the Contractor before the start of videotaping observation procedures.
- b. Dirty lines or structures identified after cleaning by the Contractor determined to be unacceptable by CCPS shall be re-cleaned to the satisfaction of the Maintenance Supervisor, within the time specified at no additional cost to CCPS and re-inspected by the Maintenance Supervisor and Contractor, before the start of the videotaping observation.
- c. De-watering as required will be performed by the Contractor and will be paid in accordance with the contract. Temporary plugs used to block the storm sewer for dewatering purposes must be removed prior to rainfall events at no additional cost to CCPS. The Contractor will be held accountable for any and all damages due to flooding caused by blocking of the storm drain pipe system if not removed in a timely manner.
- d. The video equipment used for the observation shall be specifically designed and constructed for such a task. Lighting for the camera shall be suitable to allow for a clear picture of the entire periphery of the storm drain pipe. The camera shall be operative in one hundred percent (100%) humidity conditions. The cameras, monitors, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Maintenance Supervisor, and if unsatisfactory, equipment will be removed, with no payment being made for an unsatisfactory product result.
- e. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the pipe's condition. In no case should the camera be pulled at a speed greater than thirty feet (30') per minute. Manual winches, power winches, TV cable, powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions shall be used to move the camera through the storm drain. If during the operation the camera will not pass through the entire manhole section or drain pipe segment, the

Contractor shall set up the equipment so that the viewing can be performed from the opposite manhole. If the camera fails to pass through the entire manhole section or drain pipe segment a second time, the task shall be considered complete and no additional viewing will be required.

4.11 Documents and Reports

- a. The contractor shall submit any and all videos, reports, daily logs, etc. to the proper Supervisor as described herein. **All reports, video recordings, etc. shall become the property of CCPS.** Additional copies of the videos/flash drives/discs, if required, shall be made by the Contractor on professional duplication equipment.
- b. A detailed one (1) page summary with a sketch shall be prepared for each storm drain pipeline segment observed during the data review, presenting the Maintenance Supervisor with a synopsis of the general line segment condition and the relative severity of observed defects.
- c. Reports shall document any cross-connects with sanitary sewer lines and any contaminated soils or hazardous substances encountered. These summaries shall also be included in all field report copies immediately before each associated report to further assist CCPS in understanding and using the results of the viewed project. Direct submittal of copies of the Contractor's logs without secondary review and summary pages shall not be acceptable.
- d. Photographs taken from the video monitor for remote TV observations shall be presented in the same manner as described above.
- e. CCPS desires photos of all significant defects observed during remote observation tasks; however, it is understood that it may not be possible to obtain clear, still photos from the monitor for inspections in large-diameter lines where manual observations are not performed. Original video recordings/discs for the project shall be forwarded to CCPS with final report submittals.
- f. One complete copy of the final project reports shall be submitted to CCPS within fourteen (14) days of completion of all field activities and within the stated time of completion for the project, unless otherwise approved by the Maintenance Supervisor.
- g. An overall summary narrative shall be provided in each report describing the overall conditions found in each associated storm drain line segment grouping. Detailed summary tables shall also be compiled showing those storm drain lines where major and significant defects were located to assist the Maintenance Supervisor in subsequent project review.

4.12 Change Orders

CCPS shall have the right at any time during the progress of any work to increase or decrease a project and shall notify the Contractor as such. After notification of a change, the Contractor shall submit an itemized estimate, if applicable, of any cost or time increases or savings it foresees as a result of the change. Except in emergency situations or expressly set forth herein, no addition or changes to any project or services shall be made except upon modification of the Purchase Order issued by CCPS, and/or a written Change Order agreed to by both parties. CCPS shall not be liable to the Contractor for any increased compensation without such modification or signed Change Order. No officer, employee, or agent of CCPS is authorized to direct any extra or changed work orally. Any modifications to this Contract shall be in compliance with the CCPS purchase order, change order, and purchasing policies which are in effect at the time such modifications are authorized.

4.13 Work Tickets & Job Service Invoicing

- a. The contractor shall keep daily work tickets, for their employees as well as sub-contractors. These tickets shall be maintained throughout the duration of each project and are to be attached to the invoice along

with the actual sub-contractor and/or rental invoices, to ensure billing is correct and per the pricing submitted under this ITB.

- b. Daily work tickets shall include but not be limited to:
 - Soil or weather conditions that adversely affect the work/project
 - Daily job site hours of operation
 - Number of contractor's and sub-contractor's personnel present and working at the project site
 - Equipment on the project site
 - Work description being performed;
 - Materials received;
 - List of visitors;
 - Any problems that might impact either the cost or quality of the work or the time of performance.
 - Location of any temporary plugs (inflatable or brick and mortar)
 - Any additional information that may be of general interest to CCPS
- c. Projects anticipated under this contract are considered to be short-term and therefore will require only one invoice at the completion of the work. Partial billing shall not be accepted unless agreed upon prior to the start of the project.

4.14 Plug Installation & Removal

When a plug is required the costs shall include a weekly rental, all materials, and labor to install and remove the plug for the various pipe sizes.

4.15 Utility Conflicts

Utility locates may be conducted prior to commencement of work. Soft digging, pot holing, and/or any commonly approved method at the Contractor's discretion may be used to locate existing utilities. In the event that utility conflict(s) arise, the Contractor will be principally responsible for coordinating with the pertinent utility company/companies in order to resolve such conflict(s). Any and all costs associated with utility conflict(s) would be incidental and should be included in the pricing provided herein. The CCPS Maintenance Supervisor may make exceptions pending justifications by the Contractor.

4.16 Estimates

- a. At the request of CCPS, the Contractor will provide estimates, except for emergency situations. At the time of the request, an authorized CCPS representative will contact the awarded contractor and give a detailed description and further specifications of the project at hand. The Contractor shall provide written, "not to exceed" estimates on all services as directed by the Maintenance Department designee. Contractor(s) should familiarize themselves with the extent of the work for each service/project to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Estimates shall be given per all pricing submitted under this ITB and shall include: the exact square footage measurement of the project, itemized material list, number of calendar days required for project completion, and lead time before work can commence. The contractor should also include an assessment of any site or additional repairs to larger damaged areas or any other general observation of interest to the Maintenance Department.
- b. After the initial contact by CCPS and a response from the Contractor, a meeting may take place prior to the estimate being submitted. A meeting should be scheduled within two (2) to four (4) days from the original response. Written estimates shall be provided within five (5) business days of either the initial contact or any meeting. It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates and to respond accordingly to CCPS. All estimates shall be clearly broken down using pricing from this ITB.

- c. Estimates on projects may be utilized to determine if projects are cost-effective and fiscally allowable by CCPS. The contractor may expect to submit estimates that may be changed, altered, or rejected. When an estimate has been approved, a purchase order will be issued and an authorization to commence the project will be given by the Maintenance Department's designee. **No work shall commence without a purchase order and District authorization.**
- d. **Estimates are to be considered a part of doing business with CCPS and will be provided at "no cost".**
- e. If during the development of any estimate, the Contractor finds additional services/items that may be necessary, then the Contractor may submit an estimate to provide said additional services with the originally proposed project. The estimate may be approved at the discretion of the Maintenance Department or its designee.
- f. In emergency situations, no estimate will be required; however, the contractor(s) should be able to discuss verbally the estimate of the work with the Maintenance Department.

4.17 Additional Work Authorization

In the event that additional work is required outside of an approved or scheduled service or project, the Contractor shall not proceed without the written approval of CCPS; this includes any emergencies that may arise or discovery of additional work once a project has already commenced. **The contractor shall be forewarned that only the CCPS Maintenance Department may order or approve work to be performed.** Each site possesses a facility manager with whom the contractor shall coordinate any on-site activities with; however, the facility manager is **not** authorized to order additional work.

Section 5 – Storm Drain Maintenance & Repair Pricing

5.1 Storm Drain Maintenance & Repair Services – Unit Pricing

- a. Bidder(s) are to provide rates for the specific items as listed on the bid sheet for the storm drain maintenance, repair, and related services per the specifications herein. The specific items selected are for the most utilized services in the industry and by CCPS under this ITB. Bidders must submit pricing as listed with unit prices per the unit of measures specified and required by CCPS. Any deviation to the unit of measure may be deemed as non-responsive and rejected.
- b. Pricing per item shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, chemicals, materials, and hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of the services rendered under this ITB. **No additional charges or hidden costs shall be allotted during the course of the contract.**

The contractor shall provide all materials, labor, equipment, mobilization/ demobilization, and any other necessary effort, element, and/or component(s) needed to complete the work in its entirety per plans and/or as instructed by CCPS at the unit pricing submitted.

- c. CCPS will not be responsible for travel, meals, lodging, or any other miscellaneous costs.
- d. The Storm Drain Maintenance pricing shall be broken down by category for:
 - TV Viewing
 - Plug Installation & Removal
 - Pumping
 - Cleaning of CMP or Equivalent Elliptical Circumference
 - Cleaning of RCP or Equivalent Elliptical Circumference
 - Cleaning of HDPE Pipe or Equivalent Elliptical Circumference
- e. All pricing shall be for the unit of measure listed for the unit cost linear feet of storm drain pipe cleaned, lined, observed, and accepted for the various storm drain pipe sizes. Pricing shall be for the Unit Cost for box culverts and/or CDS system(s) will be for Cubic Foot of material removed. Payment shall be for full compensation for the Unit Cost per linear feet for services furnishing to include but not be limited to:
 - Equipment
 - Tools
 - Labor
 - Dewatering
 - Cleaning/flushing
 - Video-recording
 - Photos
 - On-site material transport & disposal
 - Erosion control
 - Clean-up
 - Disposal/tipping fee charges
 - Water pollution control
 - The water meter and water supply shall be included in the Unit Pricing
 - And all other incidentals necessary for satisfactory performance of the work including the cost of temporary removal and subsequent replacement of fence, signs, guardrail, grates, or manhole covers and removal of inlet lids/grates and the cleaning of the inlet boxes.

Unless otherwise noted, these above services are considered incidental to the contract and shall not be bid or billed separately, but shall be included in the unit prices per linear feet of the storm drain pipe and/or box culverts cleaned, lined, observed, and accepted.

- f. **The Contractor will accept the compensation as provided in this Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Purchase Order also for:**
 - All loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance;
 - All other costs incurred under the provisions of Division I of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2014 Edition or the latest revision thereof.
- g. **ESTIMATED QUANTITIES**
 Bidder shall provide extended pricing based on the estimated quantities site, per its delivery/pick-up price. Please note the quantities listed on the bid sheet are based on the weekly schedule listed herein. Annual estimates are based on a 36- week school year and limited summer services that may be required. These quantities are given for bidding purposes only and may be adjusted at any time after award and to accommodate holidays, school closure days, etc. CCPS, therefore, is not obligated nor limited to the quantities/scheduled days listed herein and the quantities listed do not guarantee the awarded contractor this amount. Actual pick-up and delivery services may vary throughout the course of the contract.
- h. All unit pricing rates submitted will be for any type of work no matter the time, day, etc. as services may be needed at any time throughout the course of the contract.

5.2 **Storm Drain Maintenance, Repair & Related Services– Labor Rates**

- a. Bidder(s) are to provide hourly labor rates for the trades listed on the bid sheet for repair, installation, or related storm drain maintenance, repair, and related services per the specifications herein. The trades selected are the most utilized trades in the industry and by CCPS under this ITB. Bidder(s) may submit additional trades for consideration if so desired. Rates shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, chemicals, materials, and hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this ITB. **No additional charges or hidden costs shall be allotted during the course of the contract.**
- b. Rates shall be provided for use at any time of the day, any time of year, for both scheduled and emergency services. *Holidays recognized by the CCPS may be negotiated at the time of a project if necessary.*
- c. All hourly rates and times shall start on the “job site”. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by CCPS.

5.3 **Equipment Pricing**

- a. Bidder(s) are to provide equipment rates per hour for the listed items on the bid sheet. The equipment listed is for the most utilized items in the industry and by CCPS under this ITB. Bidder(s) may submit additional equipment rates for consideration if so desired. Rates shall include the use of the specific piece of equipment for the job, service, or project as necessary for the time of its use.
- b. PLEASE NOTE THE HOURLY RATE OF EQUIPMENT DOES NOT INCLUDE THE OPERATOR. ALL OPERATOR RATES SHALL BE LISTED UNDER THE LABOR RATE PRICING UNDER EQUIPMENT OPERATOR AND SHALL BE FOR ANY PIECE OF EQUIPMENT LISTED HEREIN.

- c. Rates shall be provided for use at any time of the day, any time of year, for both scheduled and emergency services.
- d. All hourly rates and times shall start on the "job site". Any travel time expenses shall be borne by the Contractor and will not be reimbursed by CCPS. Furthermore, the equipment shall only be billed for the time it was utilized for service. The storage of a piece of equipment on CCPS property will not be billable.
- e. Heavy Machinery & Mark-up: Bidder may provide a percentage mark-up for the use of any heavy machinery equipment that is not considered industry standard or listed under this ITB and is pre-approved by the Maintenance Department for use. In the event any such equipment is necessary:
 - i. The contractor shall provide documentation of the cost of rental (i.e. invoices) for all items or for any piece of equipment being billed, as requested by the Maintenance Department. Failure to provide rental invoices and/or cost invoices may be cause for non-payment or delay in payment.
 - ii. If no percentages are given, then it will be assumed there are no additional fees for use of heavy equipment.
 - iii. CCPS reserves the right to negotiate a firm price with Contractor(s) for any piece of equipment if it is determined during the course of the contract to have relatively high usage on projects and may be in CCPS's best interest to do so.

5.4 **Material Pricing**

- a. All materials necessary for the storm drain repairs, maintenance, and related services shall be supplied as described herein.
- b. Bidder(s) are to provide material rates per the listed items on the bid sheet per the unit of measure listed as required by CCPS. Any deviation to the unit of measure may be deemed as non-responsive and rejected.
- c. The items listed are the most utilized items in the industry and by CCPS under this ITB. Bidder(s) may submit additional material rates for consideration if so desired.
- a. PLEASE NOTE THE MATERIALS LISTED ARE FOR THE SUPPLY OF MATERIAL ONLY AND THAT THE INSTALLATION AND/OR OTHER SERVICE REQUIRED WILL BE BILLABLE AT THE SERVICE RATES AND/OR THE LABOR RATES BID HEREIN.
- b. Rates shall be provided for use at any time of the day, any time of year, for both scheduled and emergency services.
- c. All rates and times shall start on the "job site". Any travel time expenses shall be borne by the Contractor and will not be reimbursed by CCPS.
- d. All other materials not specifically listed may be purchased by CCPS at cost plus an applicable mark-up. The contractor may list a % mark-up, in the space provided on the bid sheet, for any additional parts, supplies, and other materials, necessary for any services that are determined to be part of the scope listed herein. If no percentages are given, then it will be assumed there are no additional fees or additional materials.
- e. Upon request by CCPS, the Contractor shall provide documentation of the cost for materials (i.e. invoices). All contractor invoices shall clearly demonstrate the % mark-up for materials. Failure to provide sufficient material cost documentation may be cause for delay in payment and/or termination of the contract.

- f. CCPS reserves the right to furnish materials or purchase materials directly from suppliers and have the Contractor utilize for services under this ITB.

5.5 Sub-Contractor Pricing

Bidders may include a sub-contractor(s) price plus % mark-up on any estimate submitted to CCPS, in the appropriate area on the bid sheet. If no percentage mark-up is given, then it will be assumed there are no additional fees for a sub-contractor.

5.6 Mobilization

All costs associated with mobilization shall be at the unit price, each, and only allowed once for each project throughout the duration. The bidder shall provide a mobilization fee in the space provided on the bid sheet. If no fee is listed it will be assumed there is no charge for mobilization.

5.7 Term of Pricing

All pricing and rates will be firm for the duration of the contract.

Bid #23-022 Storm Drain Maintenance & Repair Services - BID SHEET

Please complete; failure to complete in full may be cause for rejection of bid.

Name of Bidder: _____

Bidder Checklist (please note this checklist may not be all-inclusive of items needed and is given for generic use only):

- | | |
|--|--|
| <input type="checkbox"/> Completed ITB Acknowledgement Form (p. 1) | <input type="checkbox"/> Exhibit JLA – Jessica Lunsford Act |
| <input type="checkbox"/> Completed Addenda (if applicable) | <input type="checkbox"/> Fully Completed Bid Sheet |
| <input type="checkbox"/> Electronic Submittal of Bid | <input type="checkbox"/> Business Licenses (2 years) |
| <input type="checkbox"/> Exhibit A - Conflict of Interest Statement | <input type="checkbox"/> Contractor Licenses (2 years) |
| <input type="checkbox"/> Exhibit B - Affidavit Concerning Illegal Aliens | <input type="checkbox"/> Financial Information |
| <input type="checkbox"/> Exhibit C - Debarment form | <input type="checkbox"/> Employee Training Statement |
| <input type="checkbox"/> Exhibit D - Drug Free Workplace Certification | <input type="checkbox"/> Purchases from this bid by other agencies statement |

A. References (please use additional paper if necessary):

Reference #1

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #2

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #3

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

- B.** Previous Experience with CCPS – Please list/state any previous experience with CCPS to include sites and CCPS contact personnel.

- C.** Organization Description - to include: brief history of organization, number of years in business, experience in industry services and a brief description of services offered (may use additional paper if necessary).

F. Staff Requirements*: Please provide following information as requested:**SUPERVISOR (must list 1)**

Name	Position/Title	Location	Area of Expertise / Certification(s)	Years Employed w/ Company	Years in Industry
	SUPERVISOR				

TRADESMAN...

Name	Position/Title	Location	Area of Expertise / Certification(s)	Years Employed w/ Company	Years in Industry

GENERAL LABORERS

Name	Position/Title	Location	Area of Expertise / Certification(s)	Years Employed w/ Company	Years in Industry
	General Laborer				
	General Laborer				
	General Laborer				
	General Laborer				
	General Laborer				
	General Laborer				
	General Laborer				

Other Staff

Name	Position/Title	Location	Area of Expertise / Certification(s)	Years Employed w/ Company	Years in Industry

**May use additional paper if necessary for additional employees.*

- G. Sub-Contractors** – Please list any Sub-contractors and the *possible* work they may perform (additional page may be used if necessary).

Sub-Contractor	Description of Services

Storm Drain Maintenance, Repair & Related Services - Rates- All prices shall be as described in this ITB to perform all necessary services. Price shall include any and all necessary charges (no additional monies will be allowed).

Category 1 – TV Viewing

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	Storm Drain (Video Camera\ Observation 0 - 48" Log/Written Report	Linear Ft	\$	500	\$
2	Storm Drain (Video Camera\ Observation 49" - 72" Loa/Written Report	Linear Ft	\$	500	\$
3	Cleaning Box Culverts of debris and bituminous materials removed	Cu. Ft	\$	25	\$
4	Vacuuming of continuous deflection separation (CDS) systems removal of debris and bituminous materials	Cu. Ft	\$	25	\$
Estimated Total for Category 1 – TV Viewing				Total:	\$

Category 2 – Plug & Installation Removal (Includes Minimum Weekly Rental) For:

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
5	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference	Week	\$	10	\$
6	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference	Week	\$	10	\$
7	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference	Week	\$	10	\$
8	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference	Week	\$	10	\$
9	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference	Week	\$	10	\$
Estimated Total for Category 2 – Plug & Installation Removal				Total:	\$

Category 3 – Pumping

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
10	4" hydraulic pump (w/ up to 1000' of discharge hose)	Hour	\$	100	\$
11	6" hydraulic pump (w/ up to 1000' of discharge hose)	Hour	\$	100	\$
12	8" hydraulic pump (w/ up to 1000' of discharge hose)	Hour	\$	100	\$
Estimated Total for Category 3 – Pumping				Total:	\$

Category 4 – Cleaning of CMP or Equivalent Elliptical Circumference

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
13	Light Cleaning of 15" Pipe	Linear Ft	\$	500	\$
14	Medium Cleaning of 15" Pipe	Linear Ft	\$	500	\$
15	Heavy Cleaning of 15" Pipe	Linear Ft	\$	250	\$
16	Specialty Cleaning 15" Pipe	Linear Ft	\$	100	\$
17	Light Cleaning of 18" Pipe	Linear Ft	\$	500	\$
18	Medium Cleaning of 18" Pipe	Linear Ft	\$	500	\$
19	Heavy Cleaning of 18" Pipe	Linear Ft	\$	250	\$
20	Specialty Cleaning of 18" Pipe	Linear Ft	\$	100	\$
21	Light Cleaning of 24" Pipe	Linear Ft	\$	500	\$
22	Medium Cleaning of 24" Pipe	Linear Ft	\$	500	\$
23	Heavy Cleaning of 24" Pipe	Linear Ft	\$	250	\$
24	Specialty Cleaning of 24" Pipe	Linear Ft	\$	100	\$
25	Light Cleaning of 30" Pipe	Linear Ft	\$	500	\$
26	Medium Cleaning of 30" Pipe	Linear Ft	\$	500	\$
27	Heavy Cleaning of 30" Pipe	Linear Ft	\$	250	\$
28	Specialty Cleaning of 30" Pipe	Linear Ft	\$	100	\$
29	Light Cleaning of 36" Pipe	Linear Ft	\$	500	\$
30	Medium Cleaning of 36" Pipe	Linear Ft	\$	500	\$
31	Heavy Cleaning of 36" Pipe	Linear Ft	\$	100	\$
32	Specialty Cleaning of 36" Pipe	Linear Ft	\$	50	\$

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
33	Light Cleaning of 42" Pipe	Linear Ft	\$	100	\$
34	Medium Cleaning of 42" Pipe	Linear Ft	\$	100	\$
35	Heavy Cleaning of 42" Pipe	Linear Ft	\$	50	\$
36	Specialty Cleaning of 42" Pipe	Linear Ft	\$	50	\$
	Estimated Total for Category 4 – Cleaning of CMP			Total:	\$

Category 5 – Cleaning of RCP or Equivalent Elliptical Circumference

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
65	Light Cleaning of 15" Pipe	Linear Ft	\$	500	\$
66	Medium Cleaning of 15" Pipe	Linear Ft	\$	500	\$
67	Heavy Cleaning of 15" Pipe	Linear Ft	\$	250	\$
68	Specialty Cleaning 15" Pipe	Linear Ft	\$	100	\$
69	Light Cleaning of 18" Pipe	Linear Ft	\$	500	\$
70	Medium Cleaning of 18" Pipe	Linear Ft	\$	500	\$
71	Heavy Cleaning of 18" Pipe	Linear Ft	\$	250	\$
72	Specialty Cleaning of 18" Pipe	Linear Ft	\$	100	\$
73	Light Cleaning of 24" Pipe	Linear Ft	\$	500	\$
74	Medium Cleaning of 24" Pipe	Linear Ft	\$	500	\$
75	Heavy Cleaning of 24" Pipe	Linear Ft	\$	250	\$
76	Specialty Cleaning of 24" Pipe	Linear Ft	\$	100	\$
77	Light Cleaning of 30" Pipe	Linear Ft	\$	500	\$

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
78	Medium Cleaning of 30" Pipe	Linear Ft	\$	500	\$
79	Heavy Cleaning of 30" Pipe	Linear Ft	\$	250	\$
80	Specialty Cleaning of 30" Pipe	Linear Ft	\$	100	\$
81	Light Cleaning of 36" Pipe	Linear Ft	\$	500	\$
82	Medium Cleaning of 36" Pipe	Linear Ft	\$	500	\$
83	Heavy Cleaning of 36" Pipe	Linear Ft	\$	100	\$
84	Specialty Cleaning of 36" Pipe	Linear Ft	\$	50	\$
85	Light Cleaning of 42" Pipe	Linear Ft	\$	100	\$
86	Medium Cleaning of 42" Pipe	Linear Ft	\$	100	\$
87	Heavy Cleaning of 42" Pipe	Linear Ft	\$	50	\$
88	Specialty Cleaning of 42" Pipe	Linear Ft	\$	50	\$
	Estimated Total for Category 5 – Cleaning of RCP			Total:	\$

Category 6 – Cleaning of HDPE or Equivalent Elliptical Circumference

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
117	Light Cleaning of 15" Pipe	Linear Ft	\$	500	\$
118	Medium Cleaning of 15" Pipe	Linear Ft	\$	500	\$
119	Heavy Cleaning of 15" Pipe	Linear Ft	\$	250	\$
120	Specialty Cleaning 15" Pipe	Linear Ft	\$	100	\$
121	Light Cleaning of 18" Pipe	Linear Ft	\$	500	\$
122	Medium Cleaning of 18" Pipe	Linear Ft	\$	500	\$

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
123	Heavy Cleaning of 18" Pipe	Linear Ft	\$	250	\$
124	Specialty Cleaning of 18" Pipe	Linear Ft	\$	100	\$
125	Light Cleaning of 24" Pipe	Linear Ft	\$	500	\$
126	Medium Cleaning of 24" Pipe	Linear Ft	\$	500	\$
127	Heavy Cleaning of 24" Pipe	Linear Ft	\$	250	\$
128	Specialty Cleaning of 24" Pipe	Linear Ft	\$	100	\$
129	Light Cleaning of 30" Pipe	Linear Ft	\$	500	\$
130	Medium Cleaning of 30" Pipe	Linear Ft	\$	500	\$
131	Heavy Cleaning of 30" Pipe	Linear Ft	\$	250	\$
132	Specialty Cleaning of 30" Pipe	Linear Ft	\$	100	\$
133	Light Cleaning of 36" Pipe	Linear Ft	\$	500	\$
134	Medium Cleaning of 36" Pipe	Linear Ft	\$	500	\$
135	Heavy Cleaning of 36" Pipe	Linear Ft	\$	100	\$
136	Specialty Cleaning of 36" Pipe	Linear Ft	\$	50	\$
137	Light Cleaning of 42" Pipe	Linear Ft	\$	100	\$
138	Medium Cleaning of 42" Pipe	Linear Ft	\$	100	\$
139	Heavy Cleaning of 42" Pipe	Linear Ft	\$	50	\$
140	Specialty Cleaning of 42" Pipe	Linear Ft	\$	50	\$
	Estimated Total for Category 6 – Cleaning of HDPE			Total:	\$

- H. Labor Rates** - All prices shall be as described in this ITB. Price shall include any and all necessary charges (no additional monies will be allowed).

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
169	Supervisor	Hour	\$	75	\$
170	Construction Foreman	Hour	\$	75	\$
171	Equipment Operator	Hour	\$	150	\$
172	Pipe Layer	Hour	\$	75	\$
173	Welder (Above & Below Water)	Hour	\$	75	\$
174	Diving Crew (3-man team, certified)	Hour	\$	5	\$
175	General Laborer	Hour	\$	250	\$
	Estimated Total for Labor			Total:	\$

- I. Equipment Rates** - All prices shall be as described in this ITB. Price shall include any and all necessary charges (no additional monies will be allowed).

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
176	Crane – 100 Ton & Below	Hour	\$	10	\$
177	Excavator (track or wheeled) Size???	Hour	\$	50	\$
178	Excavator, Long Stick, Tracked (60' or Greater)	Hour	\$	50	\$
179	Loader, Wheel	Hour	\$	50	\$
180	Loader, Backhoe	Hour	\$	50	\$
181	Bulldozer	Hour	\$	50	\$
182	Compactor, Double Drum	Hour	\$	25	\$
183	Compactor, Vibratory Plate	Hour	\$	25	\$

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
184	100 CFM Air Compressor w/ Hammer	Hour	\$	25	\$
Estimated Total for Equipment				Total:	\$

J. Material & miscellaneous Rates - All prices shall be as described in this ITB. Price shall include any and all necessary charges (no additional monies will be allowed).

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
185	De-Watering Services	Hour	\$	75	\$
186	Asphalt Pavement Replacement	Tons	\$	2	\$
187	Lime Rock	Tons	\$	1	\$
188	Dirt	Tons	\$	2	\$
189	Driveway Restoration	Sq. Yd.	\$	50	\$
190	Mitered Ends	Sq. Yd.	\$	50	\$
191	Pressure Grout Injection	Joints	\$	1	\$
192	Bahia Sod	Sq. Ft.	\$	200	\$
193	Floritam Sod	Sq. Ft.	\$	200	\$
194	Florida Riprap – 6"-12"	Tons	\$	1	\$
195	Florida Riprap – 80lb bag	Each	\$	10	\$
196	Concrete Pillow Blanket Slope Protection	Sq. Yd.	\$	1	\$
197	Silt Screen Installation & Removal per 100'	Each	\$	10	\$
Estimated Total for Material & Misc. Services				Total:	\$

- K. % Mark-up Rates** - All prices shall be as described in this ITB. Price shall include any and all necessary charges (no additional monies will be allowed).

#	Item	% Mark-up	Estimated Amount (EA)	Mark-up Amount (MUA)	Estimated Total (EA + MUA)
198	% Mark-up for any and all additional materials which may be utilized under this ITB	%	\$10,000.00	\$	\$
199	Sub-Contractor's	%	\$10,000.00	\$	\$
200	Heavy Machinery (non-Standard Equipment)	%	\$1,000.00	\$	\$
ESTIMATED TOTAL FOR % MARK-UPS				\$	

- L. Mobilization Fee** - All prices shall be as described in this ITB. Price shall include any and all necessary charges (no additional monies will be allowed).

#	Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
201	Mobilization Fee per Project	Each	\$	50	\$
Estimated Total for Mobilization		Est.		Total:	\$

Exhibit A - Conflict of Interest Statement

Bidder shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and submit with bid.

I hereby certify that:

I, _____, am the _____
(Printed name) (Title)

and the duly authorized representative of the firm of _____
(Name of Firm)

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

- I. The name(s) of any company owner, officer, director, employee or agent who is an employee of Collier County Public Schools¹ and/or is an employee of Collier County Public Schools¹ and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

- II. The name of any company owner, officer, director, employee or agent who has a spouse or child that is an employee of Collier County Public Schools¹.

AND/OR

- III. Any other company owner, officer, director, employee or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

1 – Please include the Collier County Public School department/site when listing a CCPS employee.

The above information is true and correct to the best of my knowledge.

Signature

Date

Printed Name

Organization Name

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____ **as identification.**

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit B - Affidavit Concerning Illegal Aliens

The undersigned deposes and states that _____ complies with the provisions of
 (Organization Name)
 Section 274A of the Immigration and Nationality Act; that _____ substantiates
 (Organization Name)
 that all employees providing services or involved in any way on projects funded directly by or assisted in whole or
 part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the
 provisions of federal and state laws, and will maintain such throughout the life of this contract. Any
 misrepresentation or any employment of persons not authorized to work in the United States constitutes a material
 breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per
 violation, and immediate termination of the contract for all awarded sites.

Signature_____
Date_____
Printed Name_____
Organization Name_____
Title_____
Address, City & State

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____**by** _____ **who is personally known to me or has produced** _____**as identification.**_____
NOTARY PUBLIC, signature_____
PRINTED NAME**Commission#:** _____**Commission expires:** _____

(Seal)

Exhibit C - Debarment Form**CERTIFICATION REGARDING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing either:

- a. Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities, and/or
- b. Executive Order 12549, Debarment and Suspension, 7 C.F.R. Part 3017, Section 3017.510, Participants responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: _____ **Date:** _____

Names & Titles of Authorized Representative(s):

Signature

Printed Name & Title

Signature

Printed Name & Title

Signature

Printed Name & Title

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____

as identification.

NOTARY PUBLIC, signature

PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this Exhibit without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit D - Drug Free Workplace Certification

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

- a. 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.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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.
- e. 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 convicted.
- f. 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 drug-free workplace requirements.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Exhibit JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities

Each Vendor and Contractor of Collier County Public Schools shall comply with the following ***after*** they have received notification of their award, however, this statement must be completed and returned with ITB. **Please note that procedures and policies may change without notification.**

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurances, proof of contract etc. to the Legal Department prior to the issuance of any badge.
3. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee**, which can be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. Contractor with current issued State badges, commencing work with CCPS, shall complete necessary paperwork and submit to CCPS Human Resource Department.
6. Vendor shall notify CCPS when any individual has left their company or been terminated.
7. Use of an individual's badge by another individual is a terminable offense. All individuals MUST be properly badged.
8. It will be the responsibility of the contractor to ensure they meet any and all badging requirements.

***Please note fingerprinting and badging procedures are subject to change without notification.** It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to ensure they meet all State and CCPS requirements. Vendors can do this by monitoring the CCPS's website, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've read, understand and will comply with the Vendor/Contractor Responsibilities as listed above.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

****All pricing subject to change without notification.**

Purchases from this Bid by Other Agencies - Statement

Collier County Public Schools is a member of the S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. CCPS is also a member of the Bay Area Schools Purchasing Consortium (BASPC); other members include the school boards of Brevard, Charlotte, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole; and additional Florida school boards may join the Consortium. Indicate here if these entities may also purchase from this bid pursuant to the same terms and conditions:

YES _____ NO _____

Indicate here if other governmental entities throughout the State of Florida may purchase from this bid pursuant to the same terms and conditions:

YES _____ NO _____

List any exceptions here: _____

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Protest Policy

6320 - PURCHASING

Solicitation Protest

- C. A bidder/proposer who wishes to file a protest must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. The notice shall be filed with the Purchasing Department.
- D. Any person who files an action protesting a decision or intended decision pertaining to a solicitation or notice of intended decision pursuant to F.S. 120.57(3) (b), shall post at the time of filing the formal written protest, a bond, pursuant to F.S. 255.0516, payable to the Board amounting to:
 - A. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
 - B. five percent (5%) of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees, which may be adjudged against the protestor in the administrative hearing. 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.

- E. Failure to file a protest within the time prescribed in section F.S. 120.57(3) or failure to post the bond or other security required within the time allowed shall constitute a waiver of proceedings under F.S. Chapter 120.

Cone of Silence Policy

6324 – CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitation to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQu), Request for Quotes (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQu, RFQ, or ITN between:

- A. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and the staff of the District, including school principals; and/or
- B. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and any one (1) or more of the School Board members or member-elects.

The cone of silence prohibits a potential vendor, service provider, bidder, lobbyist, or consultant from actively soliciting the community to lobby on their behalf with staff of the District, or any one (1) or more of the Board members or member-elects.

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

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's facilities department, when said communication pertains to competitive acquisitions administered by that department (e.g., Architect/Engineer (A/E) selection, capital projects).
- C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- D. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by either the purchasing department or the facilities department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the advertisement of the ITB, RFP, RFQu, RFQ, or ITN. Competitive procurements are advertised on the purchasing department's bid posting web page or in the newspaper of general circulation.

The cone of silence terminates at the time the Board acts on a written recommendation from the purchasing department or facilities department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented, for projects that meet the Board threshold dollar amount per Policy 6320. For all other contract awards, the cone of silence terminates upon the award by the Purchasing Department.

The purchasing department and facilities 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 may subject said employee to disciplinary action up to and including dismissal from service.

Revised 3/5/19

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END OF ITB