

SEALED BID • DO NOT OPEN

SEALED BID NO.: 22-0047-B(DG)

BID TITLE: Landscape and Grounds Maintenance Services


DUE DATE/TIME: @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		<h1 style="margin: 0;">INVITATION TO BID</h1>
ISSUE DATE:	<b style="color: red;">BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: <p style="text-align: center;">Landscape and Grounds Maintenance Services</p>	BID NUMBER: <p style="text-align: center;">22-0047-B(DG)</p>	
SUBMITTAL DUE: @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: <p style="text-align: center;">NOT APPLICABLE</p>	
DEADLINE FOR WRITTEN QUESTIONS: BY 3:00 P.M. SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q & A TAB.	Virtual Pre-Bid Meeting Date and Time TBD	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	<hr style="width: 20%; margin: auto;"/> <p style="text-align: center;">MERRY CELESTE, CPPB Division Director Purchasing and Risk Management</p>	

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73)

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____

D/B/A _____

MAILING ADDRESS: _____

CITY / STATE / ZIP _____

COMPANY EMAIL ADDRESS: _____

PHN: (____) _____ **FAX:** (____) _____

***REMIT TO NAME:** _____
(As Shown On Company Invoice)

CONTACT NAME: _____

FEIN# _____

PRINT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE SECTION F FOR BID PRICING SUMMARY

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When the County includes alternates in the solicitation, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Bidder or Offerer is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline, and receive approval prior to the bid opening date in order to be considered for award.

4. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing Pinellas ePro procurement website. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid must be submitted on the forms furnished. Emails and facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by emails and facsimile notice.

5. REJECTION OF BID:

- (a) The County may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid.
 2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.

SECTION A - GENERAL CONDITIONS

- (c) The County reserves the right to waive minor informalities or irregularities in any bid.
6. **WITHDRAWAL OF BID:**
 (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
 (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.
7. **LATE BID OR MODIFICATIONS:**
 (a) Bid and modifications received after the time set for the bid submittal will not be considered. This upholds the integrity of the bidding process.
 (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.
8. **PUBLIC REVIEW AT BID OPENING:**
Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.
9. **BID TABULATION INQUIRIES:**
 Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.
10. **AWARD OF CONTRACT:**
 (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
 (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
 (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
 (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.
11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**
 Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

SECTION A - GENERAL CONDITIONS

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

13. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. CONTRACTOR LICENSE REQUIREMENT:

All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.

16. SAFETY DATA SHEETS REQUIREMENTS:

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Safety Data Sheet at the time of each delivery.

17. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for five (5) years from the date of final payment.

18. PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

19. COUNTY INDEMNIFICATION:

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

21. **ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

22. **"OR EQUAL" DETERMINATION:**

Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.

23. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

SECTION A - GENERAL CONDITIONS

25. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SECTION A - GENERAL CONDITIONS

27. **TAXES:**
Payments to Pinellas County are subject to applicable Florida taxes.
28. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
29. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D).
30. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
31. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
32. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (electronically) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
33. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.

SECTION A - GENERAL CONDITIONS

34. **EXCEPTIONS:**

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. **NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

36. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

SECTION A - GENERAL CONDITIONS

37. **LOBBYING:**

Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

38. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

39. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

40. **INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

SECTION A - GENERAL CONDITIONS

41. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. **JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

43. **CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

SECTION A - GENERAL CONDITIONS

44. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
 - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- (h) *Review of Director's Decision.*
- (1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.
- (i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

45. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION A - GENERAL CONDITIONS

46. PUBLIC RECORDS – CONTRACTOR’S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

47. E-VERIFY

The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

46. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

47. TRUTH IN NEGOTIATIONS:

The Consultant certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

SECTION B - SPECIAL CONDITIONS

Bid Title: Landscape and Grounds Maintenance Services**Bid Number: 22-0047-B(DG)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for landscape and grounds maintenance Services, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of 60 months with unit prices adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or three percent (3%), whichever is less for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

4. **TERM EXTENSION(S) OF CONTRACT**
The contract may be extended subject to written notice of agreement from the County and successful bidder, for two (2) additional twelve (12) month period(s) beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same
5. **PRE-COMMENCEMENT MEETING:**
Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.
6. **BREACH OF CONTRACT:**
Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.
7. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:**
The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

8. **WORKSITE SANITATION:**

At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION B - SPECIAL CONDITIONS**9. SUBMISSION OF BIDS:**

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government**A. How do I convert my files to PDF format?**

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

B. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – INSURANCE REQUIREMENTS

SECTION D – VENDOR REFERENCES

Landscape and Grounds Maintenance Services

Bid Number: 22-0047-B(DG)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SPECIFICATIONS

Bid Title: Landscape and Grounds Maintenance Services

Bid Number: 22-0047-B(DG)

A. OBJECTIVE

The Pinellas County Utilities (PCU) Department requires services by a Contractor with abilities/capabilities to provide landscape maintenance services at facilities and properties throughout the County. The goal is to improve and maintain the appearance of County properties. The facilities and properties will include, but are not limited to, office buildings, treatment plants, pump stations, and outparcels.

This contract for Landscape Maintenance Services will encompass various facilities and locations throughout PCU. The Contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation (including repair) and related landscaping structures and systems within the property and all reporting measures required for administration as described in the contract specifications.

B. BACKGROUND:

PCU requires the work described in the contract specifications below. Work consists of general care and maintenance to all the Pinellas County Utilities facilities. The Contractor shall furnish all personnel, supervision, equipment, materials, labor, tools, transportation, licenses, and supplies necessary to complete the work in accordance with the specifications, procedures, and terms of the contract. The work has been segmented into four (4) zones. **Work will be awarded to the lowest responsible bidder in each zone. A Contractor may choose to bid on one or more zones. The Contractor must have a principal place of business within a five (5) county market area of Pinellas County to include Pinellas, Pasco, Hernando, Hillsborough, and Manatee counties.**

C. REQUIREMENTS:

The Contractor must adhere to the County's requirements for licenses, certifications and permits. Contractor must maintain communication with designated County staff following the requirements of the established schedule and withsubmitting appropriate reports and documentation.

1. NON-PERFORMANCE:

Contractor will ensure that each maintenance cycle is satisfactorily and thoroughly performed as outlined in these specifications. Deliverables include all related tasks (example: mowing includes all hand and mechanical mowing, edging, blowing/sweeping, litter/debris removal, and grass clump dispersal). Contractor will also ensure that all work associated with each maintenance cycle is fully completed within the designated time schedule. The County reserves the right not to pay an invoice in full if cycle billed for was not actually (satisfactorily) performed. Pinellas County will conduct "spot check" of locations where evidence shows work was not completed.

Consistent acts of non-performance as determined by the County shall be deemed a breach of contract obligation and may lead to contract cancellation with cause.

2. NOISE ABATEMENT:

Contractor must adhere to all Federal, State, County and City ordinances to include noise abatement.

3. LICENSES / CERTIFICATIONS / PERMITS:

- a. Bidder will supply all necessary licenses, certifications and permits to do the required work with the bid submittal or prior to award.
- b. All licenses, for the company and employees, must be kept current and copies of new or renewed licenses/certifications must be provided to designated County representative at time of award.

SECTION E – SPECIFICATIONS**4. EQUIPMENT AND MATERIALS**

- a. Contractor and/or subcontractors shall provide all required materials and equipment needed to accomplish all work pertaining to this contract. If the County representative determines the materials and/or equipment being used by the Contractor on site is deficient, the Contractor shall be notified immediately. The Contractor shall remove the materials/equipment from service immediately and until the deficiency is corrected.
- b. Minimum equipment list:
 - I. Commercial finish mowers (minimum 60" deck)
 - II. Commercial smaller mowers (minimum 36" deck)
 - III. Commercial gas weed eaters
 - IV. Commercial gas blowers
 - V. Commercial gas edger's
 - VI. Commercial hedge/brush trimmers
 - VII. Commercial gas pole saws
 - VIII. Commercial backpack or handheld sprayers
 - IX. Chainsaw(s)
 - X. Large commercial chemical tank
 - XI. Trailers to haul waste
- c. Inspection of the Contractor's materials/equipment by the County representative shall not relieve the Contractor of responsibility for injury to persons or damage to property caused by the operation of the equipment.
- d. Equipment used by the Contractor must be maintained in proper working order and shall be maintained so as to produce results as specified.
- e. Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.
- f. If, in the opinion of the County Representative, the Contractor has insufficient equipment or personnel on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional resources as directed by the County Representative. The County Representative will evaluate this based on the quality and/or progress of work performed.
- g. A list of equipment owned or leased by the Contractor that will be used to accomplish this contract should be included as part of the bid submission (**Attachment 1 – Contractor Equipment List**).

SECTION E – SPECIFICATIONS**5. PERSONNEL**

- a. Provide all labor, transportation, and equipment necessary to perform the specified services and meet the requirements specified herein. Cost overruns are to be absorbed by Contractor when adding personnel or equipment to meet requirements of the contract.
- b. Provide qualified and competent person on-site who is authorized to supervise the maintenance operations and represent and act for Contractor. The term "on-site supervisor" shall be person(s) designated to be at work site and act as point of contact for the County. The on-site supervisor must be able to read, write, and speak English
- c. Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy-two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award.
- d. Personnel shall:
 - I. Possess photo identification, either valid driver's license or identification card.
 - II. Possess Florida Department of Agriculture and Consumer Services (FDACS) identification card when applying pesticides and fertilizers.
 - III. Wear company uniforms.
 - IV. Interact courteously with the public and County staff.

6. CONTRACT COMMENCEMENT

- a. Upon completion of the pre-commencement meeting, verbal discussion, and comments, the awarded Contractor must provide a dedicated point of contact authorized to make decisions on the Contractor's behalf to the designated County representative. Contractor will apprise the County of any changes to their dedicated point of contact over the term of the contract.

7. SITE PROTECTION

- a. The Contractor shall be solely responsible for all unauthorized cutting, mowing, removal or disposal, or damage to landscape plants, including damage to same, due to careless operation of equipment, stockpiling of materials, tracking of landscaped areas by equipment or other incidental damage caused by the Contractor's work crews or equipment.
- b. Ruts caused by Contractor equipment must be repaired at the expense of the Contractor.
- c. The Contractor shall be required to repair or restore said damage promptly at the Contractor's expense. Location of existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- d. All service and supply operations shall be conducted in such a manner as to maximize public safety and to minimize damage to public and private property.
- e. Contractor's workmen shall wear clothing that comply with Florida Department of Transportation (FDOT) standards when performing any contractual work operations.
- f. The designated County representative may require the usage of advance warning signs. If traffic control is required, then the FDOT Manual on Uniform Traffic Control Devices and the Roadway and Traffic Design Standards, Section 600 shall be utilized.

SECTION E – SPECIFICATIONS

- g. Mowing/trimming clippings must be removed from impervious surfaces before leaving job site (break, lunch, end of day). Inclement weather must be considered to ensure timely completion of cleanup activities. Clippings must never be blown into any storm water reservoir or storm drain inlet of any kind. Tasks not compliant with specifications shall be completed by the Contractor and approved by the County Representative before payment shall be approved.
- h. When necessary for mowing machines or other equipment to cross the travel way, a location shall be selected that provides an unobstructed sight distance of 500 feet. Operator shall stop before crossing the travel way and allow closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.
- i. All service and supply operations shall be conducted in a manner and procedure as required by FDOT standards as to maximize public safety and to minimize damage to public and private property. It shall be a special requirement of this work that workmen wear clothing in compliance with FDOT standards or current standard when performing any contractual work operations. Any riding equipment used in the contractual work operations shall be equipped with flashing lights.
- j. The interruption of a utility service resulting from failure to comply with the requirements of the contract shall be repaired or restored promptly by and at the expense of the Contractor.

8. SCHEDULE / REPORTS

- a. The Contractor shall supply the following documents in writing electronically. These reports are to provide documentation of projected service plans as well as services rendered. A Weekly Landscape Maintenance Report example shall be included with bid submittal, titled "Weekly Report.pdf".
 - I. **MONTHLY PLANNING REPORT:** Due one week prior to start date indicating projected service dates for each segment of the designated group, location of work, and type of work to be performed. This form is required when work will be done as scheduled and agreed upon by Contractor and Pinellas County representative. Invoicing received without these supporting schedules is subject to non-payment.
 - II. **WEEKLY WORK REPORT:** Due each Wednesday for work that has been performed in the preceding week. Report shall indicate service dates, locations, and type of work performed for all work. Reports submitted electronically will be deemed as verification that work was completed. The attached tracking sheet will need to be used for this verification. Invoicing received without these supporting reports is subject to non-payment.
 - III. **MONTHLY MEETING:** The Contractor shall meet with the County on a set monthly schedule to discuss and remedy any field questions and/or associated problems.
- b. Any authorization for additional work shall be in writing. Failure to secure written authorization before doing additional work shall be deemed as unauthorized work and shall result in non-payment of related invoices.

9. TEMPORARY TRAFFIC CONTROL

- a. The work specified under this section consists of safely maintaining vehicular, bicycle and pedestrian traffic within the limits of the project and compliance with traffic safety requirements for all maintenance operations.
- b. The Contractor shall not be permitted to isolate residences or places of business and must provide safe entrance and exit during all normal business hour.
- c. The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Temporary Traffic Control Plan and latest editions of the (FDOT) Standard

SECTION E – SPECIFICATIONS

Specifications for Road and Bridge Construction, State of Florida, Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System, and the Florida Highway Administration's Manual on Uniform Traffic Control Devices, (MUTCD) Part VI, applicable edition, and shall take all necessary precautions for the protection of the workers and the safety of the public for the duration of the contract period.. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1. If the Contractor implements lane closure, they shall comply with FDOT Standard Index 623.

- d. Watering operations shall comply with FDOT Standard Index 627.
- e. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-01.
- f. The Contractor shall submit with the bid submittal, proof of a Worksite Traffic Supervisor certified in accordance with FDOT Intermediate Temporary Traffic Control.
- g. Contractor should submit their Traffic Safety Plan prior to award. The Traffic Safety Plan is to be reviewed and approved by the Utilities Department.
- h. Maintain a copy of the approved Temporary Traffic Control Plan during work.
- i. Costs associated with temporary traffic control are to be factored into the landscape maintenance pay items.

10. POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

- a. Contractor will follow all rules and regulations for both dry and wet storm water retention ponds as outlined by National Pollutant Discharge Elimination System (NPDES) requirements and any local ordinances. This includes, but is not limited to, any records, logs and reports required and shall be delivered to the designated County Representative on the first working day of each calendar quarter. Cycle invoices shall include number of bags of trash collected by Contractor
- b. Contractor must comply with NPDES guidelines in accordance with Pinellas County Code Article XIII, Chapter 58, Ordinance 10-06: The Landscape Maintenance and Fertilizer Use and Application Ordinance.

11. HAZARDOUS MATERIALS

- a. Hazardous materials found by the Contractor are not to be TOUCHED or HANDLED by the Contractor if discovered. IMMEDIATELY report the finding to the designated County representative.

12. WORK HOURS

- a. Contractor shall perform work between the hours of 7:00 a.m. - 5:00 p.m., Monday through Friday. Work outside of these hours shall be coordinated with the County representative prior to commencement. No work will be performed on County designated holidays without prior approval.
- b. County designated holidays include: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day or any other holiday as designated by Pinellas County government.

13. LOCATIONS AND ACREAGE

- a. See Table B for locations of County property acreage for turf and landscape maintenance services.
- b. Right-of-Way clearances for the entire distance of the roadway sections identified in this contract are the responsibility of the Contractor. Contractor must inspect regularly for clearance issues and must respond within seventy-two (72) hours of written notification forwarded by the County Representative to complaints lodged by citizens or county staff.
- a. Individual property owners may occasionally or even regularly perform landscape maintenance functions in the right-of-way, however, this does not preclude the Contractor's responsibility to perform the contracted services on the entire contracted areas during a given cycle unless area, unless specifically excluded.

SECTION E – SPECIFICATIONS

14. SECURITY AND BACKGROUND CHECKS

- a. All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee.
- b. Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.
- c. Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Operations support team.
- d. The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. **If a submitted employee is denied for any reason, there is no opportunity to re-apply.**
- e. **Additional Requirements for areas with confidential law enforcement documents and data:** The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for the employees to be fingerprinted by the Sheriff's Office. All personnel that have successfully completed fingerprinting are required to complete an online Security and Awareness training.
- f. Step Three - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.
 - I. A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to awardee.
 - II. The Contractor shall provide an updated FDLE Level one criminal history records check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
 - III. All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.
 - IV. The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

15. SERVICES NOT RENDERED:

- a. The Contractor agrees that the Work will be executed promptly, regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time.

SECTION E – SPECIFICATIONS

b. Should the County find work has not been completed or can document a complaint of failure of the contractor to complete services as defined herein, the county will withhold the payment as defined in the price page. Should the county receive more than three substantiated complaints in a one-month period a surcharge of 5% of the total zone will be applied to the next monthly payment. County shall notify the contractor in writing of such pending surcharge.

D. SCOPE OF WORK

1. MAINTENANCE

Contractor shall furnish all personnel, supervision, overhead, equipment, materials, labor, tools, transportation, licenses, and supplies necessary to complete the work in accordance with these specifications, procedures. Work has been staged into Zone 1, Zone 2, Zone 3, and Zone 4. Each zone includes the type of service required for each location in the zone. Contractor may choose to bid one or more zones.

- a. Grounds shall, at all times, be clean, neat and apparently well-tended.
- b. At no time shall leave, trash, clippings, or other debris be allowed to accumulate.
- c. All organic trash, including grass clippings from mowing and edging, shall be blown or vacuumed from all sidewalks, entryways, steps, plazas, and parking lots.
- d. String trimmers (weed eaters) can be used to trim around trees or other plants.
- e. If any plant or lawn area dies or becomes weak or unsightly due to negligence or improper maintenance procedures on the part of the Contractor or any sub-contractor, based upon generally accepted landscape maintenance practices and notwithstanding any section of these specifications, the Contractor shall replace such plant or lawn area at the expense of the Contractor.
- f. The Contractor will respond in a timely manner to address any issues.
- g. All areas shall be inspected weekly for detection of disease, pest control, irrigation, and all other potential landscape problems. Proper and effective remedial action shall be taken immediately upon discovery. The County's representative shall be notified of problems encountered and the corrective action taken.
- h. Parking lots shall be kept free of trash, including glass, fallen limbs, oak leaves, and other debris. This shall be completed in sequence with the turf mowing iterations.
- i. All litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal include pickup, removal, and disposal from County property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove all items such as bags of trash, newspaper, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance. The cost of litter removal shall be included in the unit price bid for mowing.

2. WORK CYCLES

- a. Unless otherwise specified, cycles for all zones will be weekly from April thru October and bi-weekly from November thru March, not to exceed thirty-eight (38) cycles per year. Contractor must meet the schedule unless agreed upon in writing in advance with the designated County representative.
- b. A cycle week is defined as Monday through Friday unless otherwise approved by designated County representative.
- c. Additional cycles may be requested by the County; cycle pricing will be as bid.

SECTION E – SPECIFICATIONS

3. TYPE OF SERVICE REQUIRED

- a. Pinellas County Facility Locations
 - I. Litter and debris pick-up.
 - II. Mowing, edging, trimming, and blowing.
 - III. Tree, ornamental shrub, ground cover trimming
 - IV. Bed maintenance shall be performed with every mowing to provide a manicured and weed-free appearance at all times.
 - V. Fertilization of turf, trees, and ornamentals is twice a year in March and October
 - VI. Pest control is to be performed on an as needed basis for turf, trees, ornamental shrubs, and ground covers utilizing Best Management Practices (BMP's) and Integrated pest management (IPM) and following FDACS statutes/rules.
 - VII. Monthly irrigation inspections and zone checks are also to be performed.
 - VIII. Properties typical of this level of service include high public visibility office buildings and water and wastewater facilities.
- b. Pinellas County Pump and Lift Stations
 - I. Mowing, edging, trimming, and blowing.
 - II. Plant beds maintenance.
 - III. Tree, ornamental shrub, ground cover trimming.
- c. Pinellas County Utilities Unspecified:
 - I. Mowing, edging, trimming, and blowing.
 - II. Plant beds maintenance.
 - III. Tree, ornamental shrub, ground cover trimming.
 - IV. Bush Hog
 - V. Small tool brush trimming

4. TURF MAINTENANCE REQUIREMENTS:

- a. Mowing will be performed per local ordinances and Best Management Practices (BMP's).
- b. Flat mowing and slopes less than or equal to 4:1 shall be mowed at 4" height plus or minus ½". Slopes greater than 4:1 shall be mowed at 5" height plus or minus ½".
- c. Should a ditch or slope be too steep or wet for a mower to operate on without damaging the turf or grade integrity, area shall be mowed by hand with weed-eaters or specialized equipment to prevent damage.
- d. Damage to structures, plantings, and turf caused by the Contractor's maintenance activities are the sole responsibility of the Contractor.
- e. Out parcels and some low-profile areas may require fewer cycles as determined on a case-by-case basis and approved by County representative.
- f. Mowing heights shall be determined by turf type and according to seasonal growth as recommended by IFAS. No scalping or gouging is permitted. Scheduled cuts missed due to inclement weather shall be made up as soon as conditions permit. Mower blades shall be kept sharp to prevent tearing of grass blades. Clippings shall be left on turf with excessive clippings distributed by mower or blowing. No clippings are to remain on impervious surfaces per local ordinance and BMP's. No clippings are to remain on drainage structures (catch basin grates, mitered ends, weirs, etc.). Mowing discharge shall be directed away from any water body. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.
- g. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. Isolated trees and shrubs growing in turf areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and string trimmers and to

SECTION E – SPECIFICATIONS

reduce root competition from grass. Turf trimming and edging will be done with each mowing. Blade edger will be used around all beds, tree ring, walks and drives. String trimmers may be used around utility boxes and building but no string damage may occur. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. Isolated trees and shrubs growing in turf areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and string trimmers and to reduce root competition from grass. Weeds and grass around fence lines will not be allowed to exceed six (6) inches in height. Volunteer seedlings of palms, trees and exotic invasive plants shall not be allowed to grow in fence lines or hedge rows. Care will be taken to avoid erosion along fence lines due to use of herbicides. At treatment plants chemical applications shall be preapproved by the County Representative and restricted during certain times.

5. LANDSCAPE MAINTENANCE REQUIREMENTS - PLANT BEDS, ORNAMENTAL TREES AND HEDGES:

- a. All beds will be addressed for health of plants, trash and debris each cycle maintenance. Appropriate actions will be taken to maintain plants in a healthy, disease free condition.
- b. Plants will be trimmed as needed to maintain uniform size. Plants shall not touch structures. At treatment plants, there shall be no vegetation overhang around plant processing equipment.
- c. The Contractor will ensure that beds are properly irrigated to maintain healthy plant growth. All irrigation will, where feasible, be accomplished using low volume irrigation. Contractor is required to maintain irrigation systems. Replacement of dead/damaged landscape material, determined due to insufficient water, will be the sole responsibility of the Contractor.
- d. Groundcover beds containing Dwarf Confederate Jasmine or Perennial Peanut shall be mowed or filament string trimmed to a height of six (6) inches quarterly, in order to maintain a neat appearance .
- e. When maintaining hedges and shrub plantings, the Contractor must remove any volunteer trees/shrubs that begin to grow in them. This includes seedlings of oaks, cabbage palms, and exotic invasive plants such as Brazilian pepper.
- f. The overall condition of the landscape is the sole responsibility of the Contractor, who must take necessary measures to ensure that plant material remains alive and in Florida No. 1 Grade state of health, as defined by Florida Nurserymen Growers Association. All plant material that dies (other than catastrophic loss or vandalism) must be replaced within 30 days by the Contractor at no additional charge. In addition, at the discretion of the County, the Contractor will be required to replace plants that are of declining health that can be directly attributed to the landscape maintenance practices employed by the Contractor.
- g. In February of each year, all winter-killed plant materials shall be pruned to remove those portions from the general landscape. If plants are not to be replaced, then the Contractor must be sure that any holes created by plant material are filled and that three (3) inches of mulch are applied over any area of bare soil.

6. LANDSCAPE MAINTENANCE REQUIREMENTS - WEEDING:

- a. Grass and weeds (living and dead) growing in and around annual/perennial plants beds, shrubs, trees, sidewalks, curbing, and buildings shall be removed with each maintenance cycle, and the general landscape shall be kept free of weeds and maintained to a clean finished appearance. This can be accomplished by manual, mechanical, or chemical methods.
- b. Following any chemical application, dead weeds shall be removed within fourteen (14) calendar days. A pre-emergent granular herbicide may be applied at the Contractor's option and expense to reduce weed growth.
- c. In no case, whether manual or mechanical methods used, will there be allowed damage to plants or tree/shrub bark.
- d. At the discretion of the County, plant materials damaged by the Contractor's weed maintenance activities

SECTION E – SPECIFICATIONS

shall be replaced at the expense of the Contractor.

- e. Chemical edging can be used around fence lines, walkways, and curbing. Any erosion resulting from chemical edging will be repaired at the Contractor's expense.
- f. Fence areas treated with chemicals will not exceed three (3) inches on either side of the fence.
- g. Weeds and grass around fence line will not be allowed to exceed six (6) inches in height.
- h. Volunteer seedlings of palms, trees and exotic invasive plants shall not be allowed to grow in fence lines.
- i. Manual weed removal may be used in beds with ornamental grasses or other plants sensitive to herbicides.

7. LANDSCAPE MAINTENANCE REQUIREMENTS - TREE/SHRUB/PALM PRUNING:

- a. Pruning for ornamental shrubs, small trees, and palms pruning to 10 feet (10').
- b. Pruning shall be included in maintenance cost including trees/palms to 10 feet (10') in height. Tree pruning shall be to ANSI A300 standards/ISA BMP's and ANSI Z133.1 safety standard. Pruning of other plants shall be to IFAS recommendations including pruning of hedges wider at the base to allow for light requirements. Hedges shall be maintained at a maximum height of 8 feet (8') unless authorized by County representative. A certified arborist shall be on site at all times during work activities. Certification shall be through the Florida Chapter of the International Society of Arboriculture (ISA). Trimming of pre-existing shrubs over 10' will be performed as identified with the Zone 4 of Section F Bid Submittal.
- c. The Contractor will trim all tree limbs that cross any sidewalk, fence line, or parking lot that do not conform to State or Federal ADA requirements. The lower branches of all trees shall be pruned, as needed, for ease of mowing and for clearance of 10 feet (10') above all sidewalks and areas with a fence line and 16 feet (16') above all parking lots, driveways, and roadways.
- d. Pruning at pump stations shall maintain a safe work zone and provide appropriate clearance for maintenance activities in and around equipment by Utilities Department personnel. Hedges adjacent to the pump station pad shall be maintained at a maximum height of 8' and vertical clearance of 4' from equipment unless otherwise designated by County representative. All overhanging tree limbs shall be uplifted to provide a 10' clearance over pump station pads and equipment.

8. LANDSCAPE MAINTENANCE REQUIREMENTS - MULCHING:

- a. Upon request from County representative, landscaped areas shall have mulch refurbished once a year between February and March.
- b. Mulch should be no less than two inches (2") and not to exceed three inches (3") in depth. Mulch should not be in contact with tree or shrub trunks or bury branches.
- c. The Contractor shall occasionally use free mulch generated by Pinellas County Solid Waste Department, based on direction by County representative. Transport and transport charges associated with usage of this mulch shall be at the Contractor's expense.
- d. The Contractor may at his discretion add additional mulch as a deterrent for weed growth and the cost of this additional mulching shall be included in the unit price of the maintenance.
- e. To prevent weed growth the mulch may be treated with a pre-emergent granular herbicide applied at the Contractor's option and expense.

SECTION E – SPECIFICATIONS

- f. The cost of re-mulching shall be invoiced separately under the unspecified services activities. Use of any portion of this pay item shall require written pre-approval by the County representative.

For more information on obtaining County recycled mulch, please contact:

Pinellas County Solid Waste Department
Administration Reception
3995 114th Avenue N
St. Petersburg, FL 33716
Phone Number: 727-464-7500

9. LANDSCAPE MAINTENANCE REQUIREMENTS - IRRIGATION SYSTEM MAINTENANCE AND REPAIR:

- a. Irrigation inspection labor shall be included in turf or plant bed maintenance cost. The landscape maintenance Contractor shall, as part of this contract, perform monthly inspection tasks including but not limited to:
- I. Clean and adjust irrigation control clocks including cleaning and tightening terminals and connectors, adjust locks, and ensure that cabinets are properly sealed.
 - II. Flush pipes and valves to remove any accumulated sediment.
 - III. Clean filter screens and nozzles, using racer dye for purposes of verification of the herbicide application.
 - IV. Adjust heads for directions and spray pattern.
 - V. Clean and adjust valves and check electrical connections.
 - VI. Drip irrigation systems shall be flushed periodically to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. This shall be accomplished by opening the ends of drip lines and running the zone for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip.
- b. Small leaks, (defined as either in the main water line, a lateral line, a faulty irrigation head, or at the irrigation valve, where pipes are joined together, at points of connection, or around irrigation valves or occur in the middle of a pipe where the pipe has split or broken and riser repairs) are to be completed at no charge as part of the monthly maintenance.
- c. Within 4 business days of completion, Contractor shall provide a system report detailing work performed and any necessary repairs needed, in addition to tasks listed above. Repairs shall be estimated using the hourly rate and parts pricing from Zone 4 Unspecified Maintenance and Repair for approval by the County representative prior to commencement of work.
- d. Contractor shall respond within 12 hours to reports of uncontrolled water flow, such as a main line break or stuck zone valve.

SECTION E – SPECIFICATIONS**10. LANDSCAPE MAINTENANCE REQUIREMENTS - FERTILIZER**

- a. A slow-release fertilizer with analysis that complies with the Pinellas County Fertilizer Ordinance and approved by the designated County representative, shall be applied to all turf and landscape areas per the document - IFAS General Recommendations for Fertilization of Turfgrasses on Florida Soils - Fact Sheet SL-21, one of a series of the Soil and Water Science Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Please visit the EDIS Website at <http://edis.ifas.ufl.edu>.
- b. All fertilizing shall be done in accordance with all federal, state, county, and local laws, statutes, and ordinances, and follow the principles and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" and as agreed upon with the designated County representative.
http://ffl.ifas.ufl.edu/professionals/BMP_overview.htm.
- c. The Contractor shall provide the County representative with a copy of labels and application records.
 - I. The Contractor will apply fertilizer twice annually in March and October.
 - II. The Contractor shall provide the County Representative with a copy of labels and application record.
 - III. The cost associated with fertilizing shall be included in the unit maintenance costs.
 - IV. Fertilizer will be blown or swept off walkways and drives into turf or beds.
 - V. Replacement of dead/damaged turf grass, trees, and plants due to incorrect/insufficient fertilization will be the sole responsibility and at the expense of the Contractor.

11. LANDSCAPE MAINTENANCE REQUIREMENTS - PEST CONTROL

- a. At the Contractor's discretion and expense, pre-emergent herbicides may be applied to beds to reduce the number of weeds.
- b. When using pre- or post-emergent herbicides, the proper chemical must be selected to prevent damage to plants, especially ornamental grasses and sensitive groundcover plants.
- c. Tracer dye shall be used for purposes of verification of the herbicide application.
- d. Insecticides shall be applied two (2) times per year for control of pests. Ongoing visual inspection shall be made to correct and problems that may arise between scheduled applications. Identified infestations shall immediately be controlled when observed on trees and other plant material.
- e. Fire ant control shall be accomplished utilizing an insecticide on an as-needed basis
- f. The Contractor shall comply with all federal, state, county, and local, regulations concerning the application of pesticides.
- g. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible. The Contractor will keep records on pests identified and treatment(s) rendered for control as required by law and provide copies of application records to the designated County representative.
- h. The cost of insect, disease and weed related pesticide applications shall be considered a part of the cycle maintenance costs.
- i. Replacement of dead/damaged turf grass, trees and plants due to insufficient/incorrect pest control will be the sole responsibility and at the expense of the Contractor.

SECTION E – SPECIFICATIONS

- j. All of the Contractor's employees applying chemicals shall be licensed or certified in accordance with all federal, state, county, and local requirements. Evidence of appropriate license shall be provided to the County representative at any time upon written or electronic notification.
- k. A summary of any pesticide applications shall be supplied to the County representative within three business days of such applications. All products to be used as part of the contract must be approved for use in advance by the designated County representative.
- l. The Contractor should report damage to existing facilities encountered during the contract period to ensure remediation of facilities when the Contractor's work is done.
- m. All pesticides and herbicides shall be applied in a manner consistent with the manufacturer's label and all federal, state, and local laws and guidelines, paying particular care to avoid any chemical drift according to label requirements.
- n. The Contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical application, drift, and/or chemical spill.
- o. Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required.
- p. The Contractor shall maintain a comprehensive file of all labels and Safety Data Sheets (SDS) for any chemical product used in this contract. The Contractor shall also provide a duplicate hardcopy of this same information to the County representative prior to usage.

12. UNSPECIFIED LANDSCAPE MAINTENANCE WORK (ALLOWANCE):

- a. The work specified under this Section includes an allowance for any unspecified or unforeseen items related to landscape maintenance work not included in this scope of work but may be necessary as and when needed upon request of the county.
- b. Additional lawn/grounds maintenance may be requested from time to time during the term of the contract and shall be estimated per the Zone 4 price page - Unspecified Maintenance and Repair.
- c. Irrigation upgrades will be estimated according to the Zone 4 price page - Unspecified Maintenance and Repair.

E. STANDARD SERVICES AGREEMENT:

The awarded contractor will be required to execute a standard services agreement. A sample agreement is provided with the bid packet as a separate attachment. No exceptions to the standard services agreement will be allowed.

SECTION F – BID SUBMITTAL

Bid Title: Landscape and Grounds Maintenance Services

Bid Number: 22-0047-B(DG)

BID SUBMITTAL IS TO BE SUBMITTED IN EXCEL FORMAT USING THE ATTACHED SECTION F – BID SUBMITTAL AND SUMMARY

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

SECTION F – BID SUBMITTAL

BID SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the County to ensure contract compliance.

√	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	Sign the Bidder Acceptance Form	1		
	Current Certificate(s) of Insurance	18		
	Complete the Vendor References Form	21		
	Example of Weekly Work Report	25		
	Certified Arborist Certification	31		
	Pesticide Application license	33		
	Fertilizer Application license	33		
	List of Landscape BMP certifications	33		
	Example of Weekly Work Report	25		
	Attachment 1- Contractor Equipment List	35		
	Section F – Bid Submittal and Summary (Excel)	attachment		
	ePayables Form	38		
	W-9	39		
	Sign the Addenda Acknowledgement Form (if applicable)	40		
	Appendix 1 – E-Verify Affidavit	42		

SECTION F – ELECTRONIC PAYMENT**Bid Title: Landscape and Grounds Maintenance Services****Bid Number: 22-0047-B(DG)****Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, Payment/Invoices.

Would your company accept to participate in the ePayables credit card program?

Yes No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

Phone Number

Email Address

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Bid Title: Landscape and Grounds Maintenance Services

Bid No: 22-0047-B(DG)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

SECTION H - STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. *Thank you.*

We, the undersigned have declined to submit a bid for No. **22-0047-B(DG)** for **Landscape and Grounds Maintenance Services**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence ___ or 2) online notarization ____, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____