

**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.**

**SEALED BID • DO NOT OPEN**

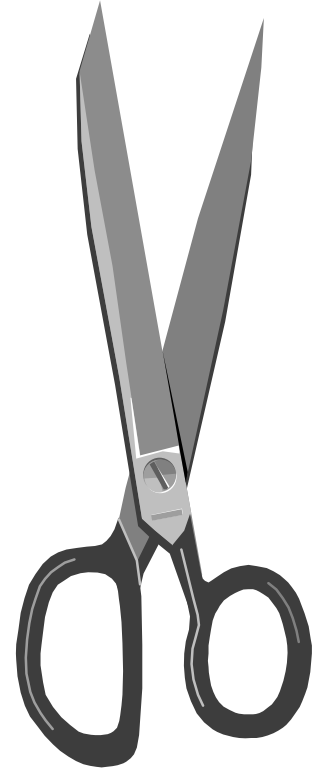
SEALED BID NO.: **056-0152-B(RC)**

BID TITLE: MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611) FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611 TO THE PASCO COUNTY LINE

DUE DATE/TIME: **1/26/06 3:00 PM**

SUBMITTED BY: \_\_\_\_\_  
**(Name of Company)**

DELIVER TO: PURCHASING DEPARTMENT  
Board of County Commissioners  
Annex Building –6<sup>th</sup> Floor  
400 South Fort Harrison Avenue  
Clearwater, FL 33756



***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](http://www.pinellascounty.org/purchase), from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

**SUBMIT  
BID TO:**

Pinellas County Board of County Commissioners  
Purchasing Department  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756

# INVITATION TO BID

PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

**BID TITLE: MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611)  
FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611  
TO THE PASCO COUNTY LINE**

BID NO.: 056-0152-B (RC)

www.pinellascounty.org

PRE-BID CONFERENCE: **NON-MANDATORY**

DATE/TIME: **10:00 AM, January 16, 2006 in the Purchasing Conference Room – 5<sup>th</sup>  
floor Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida 33756**



BID SUBMITTAL IS DUE: **January 26, 2006 3:00 P.M.** AND MAY  
NOT BE WITHDRAWN FOR 60 DAYS AFTER SUCH DATE AND TIME.

ISSUE DATE

DEADLINE FOR WRITTEN QUESTIONS: **January 13, 2005**, by 5:00 P.M.  
CONTACT PERSON: RICK CASAMO, CPPB

**DECEMBER 23, 2005**

EMAIL ADDRESS: rcasamo@co.pinellas.fl.us

PHONE: 727-464-3311 FAX 727/464-3925

## COMMISSIONERS

JOHN MORRONI – CHAIRMAN  
KENNETH T. WELCH – VICE CHAIRMAN  
RONNIE DUNCAN  
CALVIN D. HARRIS  
SUSAN LATVALA  
KAREN WILLIAMS SEEL  
ROBERT B. STEWART

## THE MISSION OF PINELLAS COUNTY

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.

  
JOSEPH LAURO,  
CPPO/CPPB  
Director of Purchasing

## SECTION A

## GENERAL CONDITIONS OF INVITATION TO BID

### 1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall 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) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (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.

## SECTION A – GENERAL CONDITIONS – CONTINUED

**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.
- I Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

**3. SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- I Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

**4. 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.
  - 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 County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

**5. 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.

**6. LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

**7. PUBLIC REVIEW AT BID OPENING:** Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6<sup>th</sup> Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.

**8. 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. Re Par. 4(a) 3.
- I If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor 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.

<b>SECTION A – GENERAL CONDITIONS – CONTINUED</b>
---------------------------------------------------

9. **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.
10. **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 including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
11. **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.
12. **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".
13. **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.
14. **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 the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.
15. **MATERIAL 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 Material Safety Data Sheet at the time of each delivery.
16. **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 §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
  - a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

<b>SECTION A – GENERAL CONDITIONS – CONTINUED</b>
---------------------------------------------------

b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

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 personnel.
23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
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 \$5000 or less, or recommending a purchase in excess of \$5000 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 twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), 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 scrape 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.

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.

<b>SECTION A – GENERAL CONDITIONS – CONTINUED</b>
---------------------------------------------------

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:** The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. Seq., the Florida Prompt Payment Act.
27. **CANCELLATION:**
- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel 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 cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
28. **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)
29. **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
30. **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.
31. **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 (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. 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.
32. **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.

<b>SECTION A – GENERAL CONDITIONS – CONTINUED</b>
---------------------------------------------------

33. **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.
34. **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.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **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.
37. **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.
38. **PROTEST PROCEDURE:**
- As per Section 2-162 of County Code
1.
    - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing. (Ord. No. 94-51, § 5, 6-7-94)
    - (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
      - I Requirements to Protest.
        - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
        - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear 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.

## SECTION A – GENERAL CONDITIONS – CONCLUDED

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. 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/proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. Stay of Procurement During Protests. There shall be no stay of procurement during protests.

### 39. **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.

### 40. **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.

<b>SECTION B SPECIAL CONDITIONS</b>
-------------------------------------

**MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611) FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611 TO THE PASCO COUNTY LINE**  
056-0152-B (RC)

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for maintenance of landscape plants on East Lake Road (CR611) and Trinity Blvd. from Tampa Rd. to the Pasco County line, 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:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period from February 15, 2006 through January 31, 2009.
4. **OPTION OF RENEWAL:**  
The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two additional twenty-four (24) month periods beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or five percent (5%), whichever is less. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.  
  
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 option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal 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 optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.
5. **NON-MANDATORY PRE-BID CONFERENCE:** A non-mandatory pre-bid conference will be held at 10:00 AM, on Monday, January 16, 2006, in the Purchasing Conference Room, 5<sup>th</sup> Floor Annex Building, 400 South Ft. Harrison Avenue, Clearwater, Florida. All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid.
6. **BID DEPOSIT WITH PERFORMANCE BOND:**  
A bid deposit in the amount of five percent (5%) shall accompany each bid. The bid deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.** Negotiable instruments (as listed above) of the unsuccessful bidders shall be returned upon award of bid by the Board of County Commissioners.  
  
The successful bidder must supply a Performance Bond in the amount of one hundred percent (100%) prior to execution of the contract or issuance of a Purchase Order. Upon receipt of the Performance Bond, the bid deposit will be returned. The bid deposit is subject to be forfeited if the successful bidder fails to furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable time as determined by the County.
7. **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.

---

**SECTION B SPECIAL CONDITIONS – CONTINUED**


---

8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the contractors the following permits and fees which will have to be obtained by and will be payable by the contractor who is the successful bidder or proposer.

A. License Fees:

1. The application fee for the licensure for the following Contractor Classifications (some or all of which may apply to this contract), payable to and through the Pinellas County Construction Licensing Board, is \$125:
  - a. General Contractor
  - b. Building Contractor
  - c. Residential Contractor
  - d. Electrical Contractor
  - e. Plumbing Contractor
  - f. Mechanical Contractor
  - g. Class "A" Air Conditioning Contractor
  - h. Class "B" Air Conditioning Contractor
  - i. Class "C" Air Conditioning Contractor
  - j. Sheet Metal Contractor
  - k. Roofing Contractor
  - l. Aluminum Contractor
  - m. Veneer Specialty Contractor
  - n. Commercial Swimming Pool Contractor
  - o. Residential Pool Contractor
  - p. Swimming Pool Servicing Contractor
  - q. Underground Utility Contractor
  - r. Low Voltage Specialty Contractor
  - s. Communication System Specialty Contractor
  - t. Painting Specialty Contractor
  - u. Alarm Specialty Contractor – Limited
  - v. Marine Specialty Contractor
  - w. Structural Masonry Specialty Contractor
  - x. Flatwork Masonry Specialty Contractor
  - y. Gypsum Drywall Specialty Contractor
  - z. Natural Gas Specialty Contractor
  - aa. Carpentry Specialty Contractor
  - bb. Tile and Marble Specialty Contractor
  - cc. Irrigation Systems Specialty Contractor

N.B. If the contractor and/or any subcontractors are already licensed by the Pinellas County Licensing Board, only the annual renewal fees of \$100.00 per year by each licensed trade is required. If the contractor and/or any subcontractors are licensed by the State of Florida, then only the original and annual renewal registration fee of \$25.00 per year by each licensed trade is required.

For the Contractor and/or any subcontractors not already licensed by the Pinellas County Construction Licensing Board or the State of Florida for whom licensure is required, an additional testing fee payable to the testing company may be required.

2. IDENTIFY OTHER LICENSES AND APPROPRIATE FEES

B. Permits and Associated Fees:

IDENTIFY WHAT PERMITS AND APPROPRIATE FEES OR APPROPRIATE FORMULAE EXPRESSED AS PERCENTAGES FOR COMPUTING FEES.

- 1.
- 2.
- 3.

**SECTION B SPECIAL CONDITIONS – CONTINUED**

- C. Impact Fees:  
IDENTIFY TYPES OF IMPACT FEES AND APPROPRIATE AMOUNTS
- 1.
  - 2.
- D. Inspection Fees:  
IDENTIFY TYPES OF INSPECTIONS AND APPROPRIATE FEES
- 1.
  - 2.
  - 3.
- E. Other Permits or Fees Required by Pinellas County for the Completion of the Subject Construction:  
IDENTIFY WHAT PERMITS AND APPROPRIATE FEES OR APPROPRIATE FORMULAE EXPRESSED AS PERCENTAGES FOR COMPUTING PERMIT FEES AND OTHER APPLICABLE FEES.
- 1.
  - 2.
  - 3.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency or board.

9. **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 C - INSURANCE AND INDEMNIFICATION REQUIREMENTS****I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6<sup>th</sup> Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.  
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

**SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS****II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

**SECTION D – VENDOR REFERENCES**

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: \_\_\_\_\_

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

1. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

3. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

2. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

4. \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Contact

<b>SECTION E – SPECIFICATIONS</b>
-----------------------------------

**MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611) FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611 TO THE PASCO COUNTY LINE  
056-0152-B (RC)**

**CONTRACT L1: ROUTE SECTIONS 4 & 5 (RURAL ROADS)**

The technical specifications shall supersede any language that may state the contrary in the plans or specifications for this project.

Note: Plans are not available to contractors obtaining this bid over the Internet. Plans are available at the Pinellas County Purchasing Department, 6<sup>th</sup> Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida 33756

Scope of Work:

The scope of work consists of landscape maintenance on East Lake Road (CR 611) from Tampa Road to the Pasco County Line, and on Trinity Boulevard from East Lake Road (CR 611) to the Pasco County Line. Only landscape plants and beds are included in this contract. Mowing is not included. Landscape maintenance occurs at a rate of 15 cycles per year according to the prescribed route and schedule, beginning on 2/15/06 and continuing through 1/31/09. Landscaped plant bed areas approximate 6.5 acres, not including individual trees. Cycles are scheduled every 3 weeks between the beginning of June and end of October, and every month from November through May, according to Appendix A.

Plans delineate the scope of work and Appendix B lists specific landscape maintenance tasks.

1. Visit to Site:

The Contractor acknowledges that he has satisfied himself as to the nature and general location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, river stages, tides or similar physical conditions in Pinellas County, Florida; the confirmation of conditions of the terrain in Pinellas County; and the character of equipment and facilities needed to perform the work contemplated by this contract. Bidders shall carefully examine the entire service area of the proposed work and adjacent premises as well as the various means of approach and access to each segment. Bidders shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment in order to overcome all difficulties involved in the completion of all the work in accordance with these specifications. Refer to Section A. 1. (h) of the General Conditions.

Any failure by the Contractor to acquaint himself with available information shall not relieve them of responsibility for properly assessing the difficulty or cost of successfully performing the work contemplated by this contract. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations that are not expressly written in the contract and related bid documents. The bidder shall accept no verbal specifications as a result of any tour or conversation. Any additions or deletions to these specifications shall be made in writing by the Pinellas County Department of Public Works, via addendum to these specifications.

2. Mandatory Pre-Commencement Conference:

As stated in Section A, all bidders must disclose sub-contractors with their Bid, along with a specific description of the work assigned each sub-contractor. The County reserves the right to accept, or reject each sub-contractor. A mandatory pre-commencement conference shall be held including County staff, other representatives, as deemed appropriate at the discretion of the County, and the successful bidder prior to commencement of any work under this contract. At this conference the Contractor shall supply the Work Schedule, Appendix 'A'.

The lowest responsive and responsible bidder shall, as a condition to being awarded the contract, be visited and interviewed by the County representative at their facility to verify that the recommended contractor has the equipment required to fulfill the contract. All materials and equipment must comply with State and Federal laws and regulations.

**SECTION E – SPECIFICATIONS – CONTINUED****3. Communication:**

Prior to award of Bid, all communications must go through the Purchasing Department. After award of Bid, all official communications shall be directed to the County Representative or designee in writing. Verbal discussions, comments, notices and requests shall not be considered official communication. Any authorization for additional work shall be in writing. Failure to do so shall be deemed unauthorized work and shall result in non-payment.

**4. County Representative:**

Following the award of contract, the County Representative shall be:

Anne Kramer, Registered Landscape Architect  
440 Court St.  
Clearwater, FL 33756  
727-453-3274

**5. Mobilization**

The work specified under this section consists of the preparatory work and operations in mobilizing to begin work on the project, including but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project sites, and for the establishment of safety equipment and first aid supplies as required by these specifications and State and Local laws and regulations. Cost for the work in this section shall be included landscape maintenance pay item.

**6. Maintenance of Traffic (Section 102 of FDOT specifications).**

Costs associated with maintenance of traffic for this contract are included in the landscape maintenance pay items.

**7. Landscape Maintenance 582-0100**

The work specified under this Section consists of a variety of landscape maintenance tasks referred to in Appendix 'B' entitled, Landscape Maintenance for Field Operations.

Weed eaters shall not to be used around trees, shrubs or plants of any kind within plant beds. Weed eaters may be used in areas outside of plant beds. If weed eaters are used in proximity to trees, shrubs, or non-turf plants outside plant beds, the Contractor shall take extreme care to insure no girdling or de-barking occurs. If girdling does occur greater than one third (1/3) of the diameter of the stem, the Contractor shall replace the tree, shrub or non-turf plant at no cost to the County. Following any chemical application, dead weeds shall be removed within fourteen (14) calendar days. A pre-emergent granular herbicide may be applied at the Contractors option and expense to reduce weed growth. The plant beds and mulch areas shall have their mulch lines reformed to prevent weed and grass intrusion. The cost of weed and grass removal and re-mulching shall be included in the unit price of the Landscape Maintenance pay item.

Pruning is to be performed using trained personnel to maintain a healthy plant and a vigorous appearance. Pruning includes the removal of dead, dying, or diseased limbs; removal of objectionable and weak limbs; maintenance of natural shape of trees and shrubs and removal of spent seedpods from palms within the project limits. All trimmings are to be removed from the project limits on the same day. The lower branches of all trees shall be pruned as needed for visibility of traffic signs and for ease of mowing to be done by others. All shrubs shall be trimmed/pruned according to good horticultural practices. All crape myrtles shall be trimmed in a tree-like manner. All palms shall be trimmed of spent seedpods and dead fronds.

All landscaped areas shall have mulch refurbished annually maintaining a thickness of three (3) inches total, with an acceptable variance of one half (1/2) inch unless otherwise directed by the County Representative. Mulch should not be in contact with tree or shrub trunks. The Contractor shall use free recycled mulch generated by Pinellas County Solid Waste Department. For more information on obtaining this material, please contact:

**SECTION E – SPECIFICATIONS – CONTINUED**

Pinellas County Solid Waste Department  
3095 114<sup>th</sup> Avenue N  
St. Petersburg, FL 33716  
Administration Reception  
Tel: 727.464.7500

Transport charges associated with usage of this recycled mulch shall be at the Contractor's expense. The cost of re-mulching shall be included in the unit price of the Landscape Maintenance pay item.

A slow release 12-4-12 fertilizer shall be applied to landscape beds exclusively in October and again in April of each year at a rate recommended by the manufacturer. The Contractor shall provide the County Representative with a copy of the label and application record, which reflects the prescribed application rate. The cost associated with the bi-annual fertilizing shall be included in the unit price of the Landscape Maintenance pay item.

Also included in Landscape Maintenance are the pickup, removal and disposal of litter and otherwise undesirable or objectionable appearing debris within the landscape beds.

All litter and debris shall be placed in trash bags and shall be removed from the project limits at the end of each working day and disposed of at locations provided by the Contractor. Items too large to be placed in trash bags shall be removed from the project limits at the time the Contractor leaves the project for the day.

Disposal of litter and debris shall be made in accordance with applicable local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Storage or stockpiling of litter or debris within the project limits shall not be permitted.

At the conclusion of each working day, all required work shall be completed within the longitudinal limits worked. Tasks not compliant with specifications shall be completed by the Contractor and approved by the County Representative before payment shall be approved. Landscape Maintenance tasks are to be completed within the week scheduled.

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. 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. The County Representative may also require the usage of advance warning signs. If traffic control is required, then the Manual on Uniform Traffic Control Devices and the FDOT Roadway and Traffic Design Standards, Section 600 shall be used.

Except in ornamental grass beds, along curb lines and in groundcover beds, herbicides may be used for weed control. Manual weed removal shall be used in beds with ornamental grasses or other plants sensitive to herbicides. Dead vegetation resulting from chemical treatment shall be removed. All pesticides and herbicides shall be applied in a manner consistent with the manufacture's label and all Federal, State, and Local laws and guidelines, paying particular care to avoid any chemical drift according to label requirements. Applicable licenses and/or certifications must be submitted along with the bid. The Contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical drift and/or chemical spill. Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required per product label.

The Contractor shall comply with all local, state and federal regulations concerning the application of pesticides and herbicides. All of the Contractor's employees applying chemicals shall be licensed or certified in accordance with all federal, state and local requirements. Evidence of appropriate license shall be provided to the County Representative. A summary of any applications shall be supplied to the County Representative.

The Contractor shall maintain a comprehensive file of all Material Safety Data Sheets information for any chemical product used in this contract. The Contractor shall also provide a duplicate hard copy of this same information to the County Representative prior to usage.

## SECTION E – SPECIFICATIONS – CONTINUED

The work specified under this Section shall be paid for at the contract unit price for Landscape Maintenance.

8. Unspecified Work (Allowance) 586-0100

The work specified under this Section includes an allowance for any unspecified or unforeseen items of work not included in other bid items but necessary for accomplishing the work in this contract. Where a written approval is reached between the Contractor and Director of Public Works or designee to perform an additional service at an agreed upon cost, the County Representative can direct the Contractor to perform said additional services to be paid for, in part or in total, from this pay item. Typically, this will be used for replanting efforts within the project limits, establishment watering and related maintenance, or for re-staking trees on an as-needed basis. Unspecified work may also include an insect and disease control program provided on an "as needed" basis to insure healthy tree, shrub and groundcover growth.

The work specified under this Section shall be paid from the set contract unit price for Unspecified Work (Allowance). Use of any portion of this pay item shall require written pre-approval by the Director of Public Works or designee.

9. Site Protection:

The Contractor shall be solely responsible for all unauthorized cutting, removal, or disposal or damage to landscape plants, including damage to same, due to careless operation of equipment, stockpiling of materials, tracking of grass areas by equipment or other incidental damage caused by the Contractor's work crews or equipment. The Contractor shall be required to repair or restore said damage promptly at the Contractor's expense.

The Contractor shall also be solely responsible for damage to existing structures or the interruption of any utility service resulting from Contractor's negligence.

10. Equipment:

In the event that the County Representative determines the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected. Inspection of the Contractor's equipment by the County Representative shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment. The equipment used by the Contractor shall be in good repair and shall be maintained so as to produce clean cuts.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If, in the opinion of the County Representative, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the County Representative.

11. Prosecution of Work:

Work shall not be permitted on Sundays and recognized Holidays unless the Contractor has requested the County Representative or designee in writing and approval, in writing, has been granted. The County Representative shall receive request for permission to work no less than twenty-four (24) hours prior to the workday. Work on Saturdays may be permitted by verbal notification and approval.

No work shall be permitted on: New Years Day, Independence Day, Thanksgiving Day, or Christmas Day.

When approval is granted in accordance with the provisions stated above, work shall be allowed on: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving Day. If Christmas or New Year's Day fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday falls on a Sunday, the following Monday shall be observed as a holiday.

**SECTION E – SPECIFICATIONS – CONTINUED**12. Compensation

The work shall be paid for at the contract unit costs for each designated item as listed in the Schedule of Costs. Submit monthly invoices to:

Pinellas County Public Works- Fiscal Accounts  
RE: Roadway Beautification  
440 Court St.  
Clearwater, FL 33756

## SECTION E – SPECIFICATIONS – CONTINUED

## APPENDIX 'A' – WORK SCHEDULE

Project: East Lake Road (CR 611) from Tampa Road to Pasco County line and Trinity Blvd. From CR611 to Pasco County line.

Contract Dates: 2/15/06 through 1/31/09

Month	Frequency	Cycle Number	Cycle Term	Special Maintenance to be done this cycle	Landscape Maintenance Completion date
Feb.	1 x per mo.	1	2/20/06-2/24/06	Pruning	
March	1 x per mo.	2	3/20/06- 3/24/06		
April	1 x per mo.	3	4/17/06-4/21/06	Fertilize	
May	1 x per mo.	4	5/15/06-5/19/06		
June	Once every 3 weeks	5	6/12/06-6/16/06		
July	Once every 3 weeks	6	7/3/06-7/7/06		
July	Once every 3 weeks	7	7/24/06-7/28/06		
Aug.	Once every 3 weeks	8	8/14/06-8/18/06		
Sept.	Once every 3 weeks	9	9/4/06-9/8/06		
Sept.	Once every 3 weeks	10	9/28/06-9/28/06		
Oct.	Once every 3 weeks	11	10/16/06-10/20/06	Fertilize	
Nov.	1 x per mo.	12	11/13/06-11/17/06	Mulch	
Dec.	1 x per mo.	13	12/11/06-12/15/06		
Jan.	1 x per mo.	14	1/8/06-1/12/06		

(Following years schedule will be set prior to the completion of this schedule)

Contractor Signature/Date:

County Representative Signature/Date:

## SECTION E – SPECIFICATIONS – CONTINUED

**APPENDIX 'B' – LANDSCAPE MAINTENANCE FOR FIELD OPERATIONS**

- Remove all weeds.
- Maintain the edges of the plant bed.
- Maintain the separation of plant species.
- Trim plants to confines of bed. In beds where plant materials extend to curbs, trim to the back of the curb.
- Remove dead branches and twigs.
- Maintain each species according to the following table.
- Report any pests or diseases you notice to your Supervisor or to the County Inspector.

**Contract L1 – 611 Corridor – Rural Road sections 4 & 5**

Plant Material	Plant Maintenance Instructions
<b>Trees &amp; Palms:</b>	
Crape Myrtle	In March, hand-prune trees to a uniform, pleasing vase shape, clear trunks to 8' as they grow tall enough. No power tools. No flat topping allowed. Little or no pruning except for 'suckers' from lower trunk. Maintain safe sight lines. Clear shrubs in beds around all trees 3' from the tree trunks.
Cabbage Palm	In March, remove dead material only. Maintain safe sight lines.
Chickasaw Plum	As space allows, let thickets form, otherwise, prune in a tree-like manner.
Ligustrum	Prune as directed by the County Representative.
<b>Shrubs:</b>	
Oleander – Shrub form	Selectively prune from base to keep plant rejuvenated.
Wax Myrtle	Maintain as a 3'-4' hedge.
Thyallis	Selectively hand prune a few branches per plant each cycle. Rejuvenate as directed by the County Representative. Clear 3' away from tree trunks.
Plumbago	Trim as directed by the County Representative. Clear 3' away from tree trunks. Areas within clear sight zones must be maintained at 2' maximum height.
Indian Hawthorn	Maintain at 36" maximum height. Do not trim to pillbox shapes. This plant is sensitive to mulch depth. Use only 1" of mulch around it annually.
<b>Ornamental Grasses:</b>	
Muhly Grass	Trim to 15" in March. Divide clumps when directed by the County Representative.
Liriope	No maintenance required unless directed by the County Representative.
<b>Groundcovers:</b>	
Jasmine 'minima'	Maintain at 12" and trim to the confines of the bed. Keep 3' clear around tree trunks.

**SECTION F – BID SUMMARY PAGE**

**MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611) FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611 TO THE PASCO COUNTY LINE  
056-0152-B (RC)**

**ITEM # 582-0100**

LANDSCAPE MAINTENANCE: \$ \_\_\_\_\_ PER EVENT X 48 EVENTS = TOTAL BID \$ \_\_\_\_\_

**ITEM # 586-0100**

**UNSPECIFIED WORK** – (Allowance): Items indicated are not a guaranteed requirement of this bid and will be ordered solely at the discretion of the County. DO NOT include these prices in the Bid Total.

**ADDITIONAL WATERING OF LANDSCAPE PLANTS:** .....\$ \_\_\_\_\_ / 1,000 GALLONS X 10 EVENTS = \$ \_\_\_\_\_

**UNSPECIFIED WORK ALLOWANCE:** .....\$ 25,000.00

**NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE**

**BIDDER MUST COMPLETE 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.**

PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS, NET \_\_\_\_\_

SALES PERSON TO CONTACT AFTER AWARD:

\_\_\_\_\_  
BIDDER NAME

\_\_\_\_\_  
BID DEPOSIT, WHEN REQUIRED IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

\_\_\_\_\_  
**\*REMIT TO NAME (AS SHOWN ON INVOICE)**

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

\_\_\_\_\_  
BIDDER ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TELEPHONE FAX

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
**FEDERAL EMPLOYEE ID NO. (FEIN)**

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
(ACCOUNT REPRESENTATIVE)

\_\_\_\_\_  
**COMPANY EMAIL ADDRESS:** \_\_\_\_\_  
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

<b>CHECKLIST FOR FORMS</b>	
COPY OF COMPANY INVOICE	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	

**SECTION G - ADDENDUM ACKNOWLEDGMENT FORM**

**MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611) FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611 TO THE PASCO COUNTY LINE**

**056-0152-B (RC)**

**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 section of the County’s website at, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), listed under category ‘Bid Schedule’.

**SECTION H - STATEMENT OF NO BID**

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

[Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **056-0152-B (RC)** for **MAINTENANCE OF LANDSCAPE PLANTS ON EAST LAKE RD (CR611) FROM TAMPA RD. TO THE PASCO COUNTY LINE AND TRINITY BLVD. FROM CR611 TO THE PASCO COUNTY LINE.**

- \_\_\_\_\_ 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: \_\_\_\_\_

MANDATORY  
 NON-MANDATORY

XBID  
 RFP

PRE-BID CONFERENCE  
SIGN-IN SHEET

TITLE: Grounds Maintenance and Additional Services for the Fred Marquis Pinellas Trail

BID/RFP NUMBER: 056-0176-B (RC)

DATE: January 17, 2006

Please provide "ALL" information and print clearly

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
1) Pinellas County Purchasing 400 S Ft Harrison Avenue Annex Bldg - 6 <sup>th</sup> Floor Clearwater, FL 33756	Name: <u>Richard C. Casano</u> Phone #: 727-464-3311 Fax #: 727-464-3925 Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX NUMBER & EMAIL ADDRESS
2) <u>Jim Williams Landscape</u> <u>5498 45<sup>th</sup> St PCT F14</u> <u>33705 906-0506</u>	Name: <u>Jim Williams Landscape</u> Phone #: <u>727-906-0506</u> Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
3) <u>Laub's Landscape Maintenance</u> <u>4566 Roanoke Way</u> <u>Palm Harbor FL 34685</u>	Name: <u>Dave Laub</u> Phone #: <u>727-939-2116</u> Fax #: <u>727-943-9794</u> Email Address: <u>Dave@laublandscape.com</u>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
4) <u>Walker's Service Inc.</u> <u>5217 45<sup>th</sup> Ave E</u> <u>Bradenton FL 34203</u>	Name: <u>(941) 747-7740</u> <u>Phone #</u> Phone #: <u>Name Clifford Walker</u> Fax #: <u>(941) 750-0048</u> Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
5) <u>Natural Designs Landscaping</u> <u>1810 Clement Rd.</u> <u>Lutz, FL 33549</u>	Name: <u>Diane Blase</u> Phone #: <u>(813) 949-1341</u> <u>4933</u> Fax #: <u>(813) 949-1391</u> Email Address: <u>DBLASE@tampabay.RR.com.</u>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
6) <u>THE BUDD GROUP</u> <u>3018 US HWY 301 N. STE. 200</u> <u>TAMPA FL 33619</u>	Name: <u>Jeff Hesenius</u> Phone #: <u>(813) 635-9770</u> Fax #: <u>(813) 635-9732</u> Email Address: <u>jhesenius@buddgroup.com</u>

MANDATORY  
X NON-MANDATORY

BID  
 RFP

PRE-BID CONFERENCE  
SIGN-IN SHEET

TITLE: Grounds Maintenance and Additional Services for the Fred Marquis Pinellas Trail

BID/RFP NUMBER: 056-0176-B (RC)

DATE: January 17, 2006

Please provide "ALL" information and print clearly

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
7) The PROS Investment Corp POB 1969 LOC F1 39639	Name: Kevin V Knowles Phone #: 813-230-3331 Fax #: 813-995-0346 Email Address: kevin.knowles@verizon.net

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX NUMBER & EMAIL ADDRESS
8) Vila + Son Landscaping Corp 1900 Williams Rd Winter Garden FL 34787	Name: Ed Gilbert Phone #: 407-509-0331 Fax #: 407-654-9417 Email Address: edg@vila-n-son.com

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
9)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
10)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
11)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
12)	Name: Phone #: Fax #: Email Address:

**BOARD OF COUNTY  
COMMISSIONERS**

John Morroni - Chairman  
Kenneth T. Welch - Vice Chairman  
Ronnie Duncan  
Calvin D. Harris  
Susan Latvala  
Karen Williams Seel  
Robert B. Stewart



Joseph Lauro, CPPO/CPPB  
Director

December 30, 2005

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Maintenance of Landscape Plants on East lake Road (CR611)  
From Tampa Road to the Pasco County Line and Trinity Blvd,  
from CR611 to the Pasco County Line

BID NUMBER: 056-152-B(RC)

BID SUBMITTAL IS DUE: January 26, 2006 @ 3:00 PM

**ADDENDUM NO. 1**

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

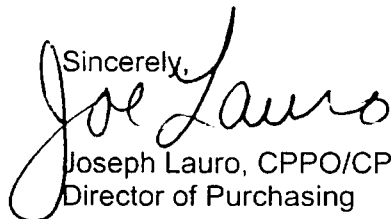
**Changes**

The non-mandatory pre-bid meeting scheduled for January 16, 2006, falls on a national holiday and Pinellas County government offices will be closed.

The non-mandatory pre-bid meeting has been re-scheduled for 2:00 PM, Friday, January 13, 2006, in the Pinellas County Purchasing Conference Room, 5<sup>th</sup> Floor Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 22 under Addendum No. 1 and return with completed bid package.

Sincerely,  
  
Joseph Lauro, CPPO/CPPB  
Director of Purchasing

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



**BOARD OF COUNTY  
COMMISSIONERS**

KENNETH T. WELCH - CHAIRMAN  
RONNIE DUNCAN - VICE CHAIRMAN  
CALVIN D. HARRIS  
SUSAN LATVALA  
JOHN MORRONI  
KAREN WILLIAMS SEEL  
ROBERT B. STEWART



Joseph Lauro, CPPO/CPFB  
Director

January 19, 2006

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Maintenance of Landscape Plants on East Lake Road (CR611) from Tampa Road to the Pasco County Line and Trinity Blvd. from CR611 to the Pasco County Line.

PROPOSAL NUMBER: 056-0152-B (RC)

PROPOSAL SUBMITTAL IS DUE: January 26, 2006 @ 3:00 PM

**ADDENDUM NO. 2**

Following is additional information, clarifications, questions and responses relative to the above referenced Bid.

**Clarifications**

**Question # 1**

Page 14 under Scope of Work states that landscape maintenance occurs at a rate of 15 cycles per year. On page 19, the schedule indicated 14 cycles per year. On page 21, Item # 582-0100 indicates 48 cycles for a 24 month period. Which is correct?

**Response**

Vendors are to base their offer as listed on the Bid Summary, Page 21, which calls for 48 events through January 31, 2009.

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



Question #2

Please clarify on the mulching requirement. The bid appears to be saying to mulch to a 3" depth in November, but is not clear whether the contractor is to maintain a 3" depth throughout the year. Can you elaborate?

Response

Mulching is only required once per year.

Question # 3

Page 14 indicates the plant beds total are approximately 6.5 acres plus tree rings. For the purpose of calculating how much mulch is required, does the County know how much mulch was originally used (in yards) to cover the beds and tree rings?

Response

The County does not have a record of the amount of mulch used on previous projects. The mulch requirement can be closely determined by referring to the plans for single trees, each with a diameter of six inches.

Question # 4

Has this bid / scope of work for this area been bid or awarded in the past? If so, what is the yearly cost?

Response

No. Past bids included different roadway segments and also included mowing and therefore cannot be considered an equal comparison.

Question # 5

The bid states a 5% bid bond and a 100% performance bond. The way the contract is written, the bid bond would be for 5% of the 3 year price (48) events and more importantly, the performance bond would be for a 3 year period. Can the performance bond be a 1 year renewable bond for eh value of 15 events? The reason I am asking about the 3 year bond is I'm not finding any Bonding Company that will write a 3 year bond. They all want to write a 1 year renewable bond. Do you have names of Bond Companies that are currently providing a 3 year performance bond for other County Contracts?

Response

A bid bond guarantees that the bidder will honor his/her offer for 60 days from the date of the bid submittal. The bid bond needs to be valid for only 60 days and for 5% of the total bid.

A performance bond guarantees that the awarded vendor will perform to the contract specifications for the duration of the contract.

The County will accept a one year renewable performance bond in the amount of 16 events. The bond must be renewed each year until January 31, 2009.

The County does not provide a list of bonding companies.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 22 under Addendum No. 2 and return with completed bid package.

Sincerely,

A handwritten signature in black ink that reads "Candy Mancuso for JL". The signature is written in a cursive style.

Joseph Lauro, CPPO/CPPB  
Director of Purchasing