To: All Bidders  
From: Tamrah Hill, Purchasing Coordinator  
Subject: Invitation to Bid: # 2010-02  
Bid Title: CAMPUS LANDSCAPING SERVICES

You are invited to submit a sealed bid subject to the terms, conditions, and specifications contained herein and are hereby made part of this invitation.

Sealed bids for ITB #2010-02 CAMPUS LANDSCAPING SERVICES for Florida Keys Community College Key West campus will be received at the Purchasing Office, Florida Keys Community College 5901 College Rd. Key West, FL 33040, no later than 2:00 pm Friday May 21, 2010. Bids will be opened publicly at that time in the board room.

Bids are to be received in sealed envelopes plainly marked, CAMPUS LANDSCAPING SERVICES ITB# 2010-02 and the bidder’s name. Anything written on the outside of the envelope will not be counted as part of the bid. Faxed responses and any bids received after the date and time specified will not be considered. To arrange a site visit please contact the Facility Director Bill Cole 305-809-3184 or email: William.cole@fkcc.edu

FKCC reserves the right to reject all proposals not deemed in the best interest of FKCC, or not in compliance with the specifications. FKCC reserves the right to wave any irregularities in said proposals.

Direct all inquiries regarding this bid to Tamrah Hill, Purchasing Coordinator, 305-809-3222, or by e-mail @ tamrah.hill@fkcc.edu

The nondiscrimination clause contained in Section 202, Executive Order 11243, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The above clause applies to all contractors.
**Invitation to Bid (ITB)**

**Term Contract**

**Contractual Services/Commodity Proposal Acknowledgement**

**Posting of Bid Tabulations:**
Bid tabulations with recommended awards will be posted for review by interested parties at the location where opened and will remain posted for a period of 72 hours. Failure to file a protest with 72 hours prescribed in s. 120.57(3), F.S., shall constitute waiver of proceedings under Chapter 120, F.S.

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**Bid Number & Title:** # 2010-02 Campus Landscaping Services

**Bids Will Be Opened:** Friday May 21, 2010 @ 2:00 PM EST and may not be withdrawn within 60 days after such date and time.

**Estimated Posting Date:** Wednesday May 26, 2010

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**Purchasing Coordinator:** Tamrah Hill

**Agency Mailing Date:**

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**Bidder Name:**

**Web Address:**

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**Mailing Address:**

**Delivery Date Will Be:**

---

**City- State- Zip:**

**Cash Discount Terms:**

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**Phone #:** ( )

**Reason For No Bid:**

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**Toll Free #:** ( )

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**Fax #:** ( )

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**Vendor Number**

It is imperative that the bidder furnish its Federal Employer ID Number (FEI) in the space provided below. Failure to do so will prevent the processing of Purchase Order to bidders doing business with the College for the first time.

**FEI #:**

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**My Firm is a Florida Certified Minority Business**

**Enterprise:**

- [ ] Yes
- [ ] No

**My Firm is a Federal Certified Minority Business**

**Enterprise:**

- [ ] Yes
- [ ] No

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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the invitation to bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by the State of Florida. At the College’s discretion, such assignment shall be made and become effective at the time of the College tender final payment to the bidder.

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**Title and Date:**

**Authorized Signature**

E-MAIL:
GENERAL CONDITIONS

1. Execution of Bid – Your bid must contain the signature of an authorized representative of your firm in the space provided on the last page of the quotation sheet.

2. Prices Quoted- Deduct trade and quantity discounts and quote firm net prices, F.O.B Florida Keys Community College, uncrated and installed, ready to use.
   a. Taxes- Federal Excise and Florida States Taxes are not applicable and must be included in you price. Exemption numbers will be show on the Purchase Order.
   b. Discounts- Bidders are urged to compute all discounts for prompt payment into the net price as mentioned above, with terms of payment to be net 30 days.

3. Special Conditions- Any conditions you may wish to make part of your bid should be submitted by separate letter with notes thereof on the quotation sheet in the space provided as “Exceptions”.

4. Mistakes – Bidders are expected to examine the specifications, delivery schedule and all other instructions pertaining to the equipment, supplies and/or services requested on this bid form; failure to do so will be at the bidder’s risk.

5. Conditions and Packaging- Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped as a result of this bid shall be new and in first class condition. All containers shall be new and suitable for storage or reshipment and that all prices quoted include standard commercial packaging customary in the industry.

6. Underwriters Laboratories- All manufactured items and fabricated assemblies of electrically operated equipment shall carry U.L approved or re-examination listing where such has been established for the type(s) of devices offered and furnished.

7. Samples- Samples of items, if required must be furnished free of expense and if not destroyed through testing will upon request be returned at the bidder’s expense. Request of the return of samples must be made with then (10) days after the bid opening date. Each sample must labeled with bidder’s name, bid number and item number.

8. Delivery- Delivery will be made as indicated on the cover sheet and will be expressed in Number of Days after Receipt of Purchase Order. Delivery time may take precedence over price in determining the best bid; therefore, the delivery dates must be as realistic as possible. Delivery hours to the College will be from 8:30 a.m. to 4:00 p.m., Monday through Friday.

9. Nonconformance to Specifications- items furnished as a result of this bid and delivered to the purchaser must meet or exceed the specifications indicated on the quotations sheet. Items not conforming to specifications may be rejected and returned at the vendor’s expense. Items not delivered in accordance to specifications and/or general conditions of this bid concerning quantity, quality, delivery schedules, etc., may be purchased on the open market and any increase in cost over the bid price shall be the basis of a claim against the successful bidder.

10. Awards- The District Board of Florida Keys Community College may, as the best interest of the institution dictate, waive any minor irregularity in bids received. The “Purchase Order”, when issued and furnished to the successful bidder, shall result in a binding contract without further action by either party.

11. Additional Quantities- Additional quantities may be ordered at prices quoted on this bid invitation within ninety (90) days from bid opening date unless the bid is qualified by the statement “Bid is For Specified Quantity Only”

12. Bid Opening- Bid opening shall be public, on the date and the time specified on the cover sheet. All bids received after that time shall be returned unopened.
13. Specifications Information – If you require additional information, address your request to:

   Department of Purchasing

   Florida Keys Community College

   5901 college Road

   Key West, FL 33040

   Such Information must be requested prior to bid opening.

14. No Bid Response- The general conditions above are in addition to the instructions on the cover sheet. If you are not submitting a bid, please return the cover sheet marked: No Bid” and explain your reason for not bidding. If no response is received, we will assume you are not interested in future bidding.

15. Performance Standards- All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. Contractor shall review plans and specifications with the job foreman to insure complete understanding of the project.

16. Insurance, Compensation- The bidder shall obtain and maintain during the life of the contract, Workmen’s Compensation Insurance for all of his employees employed during installation at the site of the project. In case any work is sublet, the Contractor shall required the Subcontractor similarly to provide Workmen’s Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract during installation at the site of the project is not protected under Workmen’s Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

17. Responsible of Contractor- Contractor shall be responsible for securing all necessary licenses and permits, and shall comply in all ways with state and local codes.

18. Conflict in Interest- the bid is subject to the provision of Chapter 112, Florida Statues. All bidders must disclose, with their bid, the name of any officer, director, or agent who is also employed by Florida Keys Community College.

   Further, all bidders must disclose the name of any employee or agent of the College who owns, directly or indirectly an interest of five percent (5%) more in the bidder’s firm or any of its branches.

19. Attorney’s Fees- In the event the bidder breaches this contract or the specifications and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the bidder shall pay all costs for such legal action or collection, including a reasonable attorney’s fee.

20. Disqualification- the College reserves the right to disqualify bids, before or after opening, upon evidence that the Bidder is not qualified by experience, is not in a position to do the work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other illegal practice.

21. Identical Tie Bids-Preference shall be given to business with drug-free work place programs. Whenever two or more bids which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program.
22. Minority-Owned Firms- To comply with the provisions of Section 287.0943, Florida Statues, each bidder shall check the appropriate designation(s) of your firm as indicated below:

Minority-Owned Firm: YES________ NO________

1. If yes, please check the appropriate space:

___ a. Black, no of Hispanic
___ b. Hispanic
___ c. Asian or Pacific Islander
___ d. American Indian or Alaskan Native
___ e. Woman
___ f. Physically or Mentally Disabled

2. If yes, are you currently certified by the Florida Department of General Services as a Minority Business Enterprise? _______YES _______NO

23. Purchase by other State of Florida colleges, universities and state agencies, with the consent and agreement of the successful bidder(s) may be under this bid by other community colleges, state universities, district school boards and/or other state agencies within the State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. Bidder(s) shall note below exceptions to the above paragraph, if any:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

24. Bid Protest Procedures- Bid tabulations and the Bid Evaluation Committee’s recommendation of award will be available within ten (10) days of the bid opening from the Purchasing Dept., Admin. Building Rm. A130, 5901 College Rd, Key West, Florida. A written notice of protest must be filed with the Director of Purchasing within 72 hours (Saturdays, Sundays and Legal holidays excluded) of the posting of the bid tabulation and the protesting bidder shall file a formal written protest with tem (10) days after the filling of intent to protest. Failure to file protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Protest on specifications contained in an invitation to bid or in a request for proposals, shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications in an invitation to bid or request for proposals, and the formal written protest, with 5% protest bond, shall be filed within ten (10) days after the date the notice of protest if filed. Failure to file protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chpater120, Florida Statues.
DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, preference must be given to vendors submitting a certificate of a drug–free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS

Whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

__________________________________________________________________________

(Name of Business)

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plead guilty of nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace though implementation of this section.

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

__________________________________________________________________________

Signature

Date

Title Bid # 2009-010
SCOPE OF WORK

Florida Keys Community College requests your bid for providing all labor and necessary support equipment for landscape maintenance services for the College campus in Key West, Florida.

The term of this agreement will be based on FKCC Fiscal Year, July 1 through June 30.

This agreement may be extended under the same terms and conditions for an additional one (1) year for a maximum of three (3) years by mutual agreement of both parties, in writing, prior to thirty (30) days notice.

1. The contract, when awarded, will contain a cancellation clause, which will allow cancellation by either party, for cause, within thirty (30) days written notice.
2. Details relative to the contract requirements are available from the Director of Maintenance, Florida Keys Community College, 305-809-3547.
3. Responsibility for the College landscaping services rest with the Director of Maintenance. Therefore, all matters pertaining to the landscaping services should be directed to the Director of Maintenance.
4. Contractor shall provide necessary equipment for the proper landscape maintenance of the College grounds.
5. The conduct of all personnel shall be guided by a set of standard written rules as agreed upon by the contractor and the College and by such other special written instructions as may be agreed upon from time to time. Such rules and instructions are not to limit the responsibility of the contractor for the proper conduct of all landscape maintenance personnel while on College property.
6. The contractor is responsible for direct supervision of the landscape maintenance personnel. The supervisor, and or alternate with authority to act, shall be available at all times, to respond to emergency calls and at all reasonable times to report to and confer with the Director of Maintenance.
7. The landscape maintenance services at Florida Keys Community College shall be performed by qualified, careful and efficient employees in strictest conformity with the accepted practices and standards.
8. The contractor agrees that, upon request of the College, he will remove from service at the College any of his employees who, in the opinion of the college administration, is guilty of improper conduct or is not suitably qualified to perform the work assigned.

9. The contractor shall provided all proper safeguards and shall assume all risks in performing the work for which he is legally responsible and agrees to furnish a Certificate of Insurance, prior to the award of the contract.

10. Contractor to furnish a minimum of three (3) references with bid. References will be checked prior to award. Poor performance ratings from the references or other customers of the contractor can be cause for rejection of the contractor’s bid.

11. All bid proposals must include a breakdown for the estimated hours, number of staff, and estimated cost necessary to accomplish each of the following on a monthly basis beginning July 1, 2010 through June 30, 2011.
   
   a. Mowing height will be dictated by the grass type and variety. Generally, the grass will be kept cut at a height of 3” to 4” using equipment suited for the particular location, slope of terrain, and grass condition.
   
   b. Edging shall be accomplished by mechanical means to all plant beds, tree rings, and all buildings, sidewalks, driveways, fences, and other surfaced areas bordered by grass.
   
   c. Weed control will be maintained within the specified areas including lawns, shrubs and ground cover beds, planters, and areas covered with ornamental rocks.

   d. Pruning of shrubs and ground cover plants shall be done on an as needed basis to prevent encroachment of passage ways, sidewalks, streets, parking areas and signs. Pruning shall be done to encourage an informal shape, fullness and bloom, and to keep plants in healthy growing condition.

   e. Tree and palm trimming shall be done on a monthly basis to maintain trees in a healthy, growing condition and is limited to branches and/or brown fronds and seed heads less than 10 feet. All sucker growth will be removed as needed. Major trimming of trees 10 feet and over in height will be accomplished twice yearly, approximately every six months.

   f. Removal of leaves and other organic debris from courtyard, sidewalks or parking areas.

12. Fertilization nutrients shall be applied according to the following criteria:

   a. All turf areas will be fertilized twice a year, approximately once every six months. A mixture of 24-5-11 should be applied at the rate of 5lbs per 1,000 sq. ft. each application.
trees will be fertilized twice a year, approximately once every six months. a mix of 8-10-10 should be applied at the rate of 3lbs. per tree each application.

c. palms will be fertilized twice a year, approximately once every six months. a mixture of 10-5-8 palm fertilizer with a slow release nitrogen and potassium should be applied at a rate of 3lbs per palm each application. palms under 8ft. should receive 2lbs. per palm each application.

13. pesticides will not be used unless plant damage is evident. only pesticides that are considered environmentally safe will be used on the campus of florida keys community college.

14. mulching will be replenished once a year during winter months (Nov. to Feb.) and should be maintained at a depth of 3 inches.

the contractor agrees, by accepting the award of this contract, the following “hold harmless agreement”.

during the term of this contract, the vendor shall indemnify, hold harmless, and defend the district board of trustees of florida keys community college, key west, florida, its agents, servants, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigation and discovery costs, court costs and all other sums which the district board of trustees, its agents, servants and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability, or any claim or action founded, thereon, arising or alleged to have arisen out of products, goods or services furnished by the vendor, his agents, servants, or employees, or any of his equipment when such persons or equipment are on the premises owned or controlled by the district board of trustees for the purpose of performing services, delivery products or goods, installing equipment or otherwise transacting business, whether such claim or claims be for damages, injury to person, group, or organization,

Copies of your business license, worker’s comp and general liability insurance must be attached with the bid packet.
# REFERENCES

1. __________________________________________________________________________
   **FIRM OR ENTITY**
   __________________________________________________________________________
   **CONTACT PERSON**
   __________________________________________________________________________
   **ADDRESS/CITY, STATE & ZIP CODE**
   __________________________________________________________________________
   **DATE/TERM CONTRACT**
   __________________________________________________________________________
   **TELEPHONE NUMBER**
   __________________________________________________________________________
   **DATE OF LAST SERVICES PROVIDED**
   __________________________________________________________________________
   **TYPE OF SERVICE(S)**

______________________________________________________________________________

______________________________________________________________________________

                                                                                   

2. __________________________________________________________________________
   **FIRM OR ENTITY**
   __________________________________________________________________________
   **CONTACT PERSON**
   __________________________________________________________________________
   **ADDRESS/CITY, STATE & ZIP CODE**
   __________________________________________________________________________
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   **DATE OF LAST SERVICES PROVIDED**

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3. ____________________________________________  TYPE OF SERVICE(S)

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3. ____________________________________________  FIRM OR ENTITY

_________________________________________________

CONTACT PERSON

_________________________________________________

ADDRESS/CITY, STATE & ZIP CODE

_________________________________________________

DATE/TERM CONTRACT

_________________________________________________

TELEPHONE NUMBER

_________________________________________________

DATE OF LAST SERVICES PROVIDED

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TYPE OF SERVICE(S)

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4. ____________________________________________  FIRM OR ENTITY

_________________________________________________

CONTACT PERSON

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ADDRESS/CITY, STATE & ZIP CODE

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# BID PRICE SHEET

## LOCATIONS

**KEY WEST CAMPUS**

FKCC  
5901 COLLEGE RD.  
KEY WEST, FL 33040  
Florida Keys Community College

## MONTHLY ESTIMATED HOURS

$__________

## MONTHLY ESTIMATED COST

$__________

## ADDITIONAL BILLABLE HOURS IF REQUESTED

$__________

## PAYMENT DISCOUNTS

__________________________  
(IF ANY)

## EXCEPTIONS (IF ANY, LIST HERE):

## BIDS SUBMITTED BY:

________________________________________________________________________  
FEDERAL TAX I.D.

________________________________________________________________________  
FIRM OR ENTITY NAME

________________________________________________________________________  
ADDRESS

________________________________________________________________________  
CITY, STATE & ZIP CODE

________________________________________________________________________  
TELEPHONE

________________________________________________________________________  
NUMBER/FAX NUMBER

________________________________________________________________________  
TYPED OR PRINTED

________________________________________________________________________  
REPRESENTATIVE

________________________________________________________________________  
SIGNATURE