



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

PURCHASING DEPARTMENT

Kendra Goodman, CPPO, CPPB, Purchasing Agent

Phone: 813.794.2221 FAX: 813.794.2111

e-mail: kgoodman@pasco.k12.fl.us

To All Interested Parties:

You are hereby invited by the District School Board of Pasco County to bid on the following:

Bid #12-047-AF Athletic Field Fertilizer

Bids will be accepted, and publicly opened thereafter, at the office of the Purchasing Agent, 20430 Gator Lane, Land O' Lakes, FL 34638-2803 on or until **October 4, 2011, 2:30:00 P.M., local (Pasco School District) time**. Bids will be accepted and publicly opened on **October 4, 2011** if date/time stamped on or before **2:30:00 P.M., date/time stamps of 2:30:01 P.M. or later will be rejected**. A bid is late if the Purchasing Department receives it after the due date and time. A bid shall be deemed received by the School District when it has been physically received by the Purchasing Department staff (dated and time stamped). Delays due to mail handling, including but not limited to the School District's internal mail-handling, will not excuse late delivery of bids. **LATE BIDS WILL BE REJECTED** and returned unopened. Late bids, regardless of reason, will be considered non-responsive. It is solely the vendor's responsibility to ensure its bid is received in the Purchasing Department at the proper time.

The entire bid must be submitted on the enclosed forms, signed by a legal officer of the company, with company name, date, etc., otherwise the bid may be automatically disqualified for failure to properly execute the official bid document. Envelopes must be sealed and clearly marked on the outside "Sealed Bid." A cutout label for this purpose is enclosed. Bids will not be accepted by fax or electronically.

The School Board reserves the right to waive minor formalities in any bid, to accept any bid which they consider to be in the best public interest, and to reject any part of, or any and all bids; alternate bids will be considered. However, awards will be made to the lowest and best, responsive and responsible bidder in the opinion, and at the option, of the Board. Their decision shall be final and conclusive.

All merchandise called for in these specifications shall be delivered in good order, F.O.B. destination (freight prepaid), inside delivery, within the time specified, or will be subject to cancellation. A packing list must accompany all shipments. In addition, the District School Board of Pasco County reserves the option to extend the period and quantities of this bid, or any portion thereof, for an additional time not to exceed 365 days from date of award. This extension, including all terms and conditions of the original bid documents, shall be by mutual agreement in writing.

Notice of award of bid will be available for bidders to download through <http://purchasing.pasco.k12.fl.us/> (under "Vendor Bid"), or bidders may view the official postings in person in the office of the Purchasing Agent. Otherwise, purchase orders will be forwarded to successful bidders as acknowledgement of bid award.

Failure to read or comply with the enclosed general information form in no way relieves the bidders from their liabilities arising hereunder, and no bid may be withdrawn prior to Board approval without written consent by the Purchasing Agent.

Respectfully,

/s/ Kendra Goodman

Kendra Goodman, CPPO, CPPB
Purchasing Agent

KDG/lr
Attachment

Company Name/Initials _____

NOTE: The following instructions have been developed specifically for this bid and may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all bidders are urged to review these instructions, in detail, before submitting their bids. This bid document is the complete and final expression of intention between the parties.

INSTRUCTIONS TO BIDDERS

1. **General Bid Instructions:** These are general instructions for bidding procedures only for the District School Board of Pasco County, Florida, and can be superseded by special instructions and addenda.

The School District shall not be responsible for oral interpretations given by a School District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the bid. If any addenda are issued to this bid, a notice will be reflected on The District School Board of Pasco County Purchasing website at, <http://purchasing.pasco.k12.fl.us/> (under "Vendor Bid"). However, prior to submitting the bid, it shall be the sole responsibility of each bidder to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

Should any questions arise concerning this bid, please contact the Purchasing Agent's office, 20430 Gator Lane, (between State Roads 52 and 54 on Land O' Lakes Boulevard) in Land O' Lakes, FL 34638-2803. Telephone: (813) 794-2221 Tampa, (727) 774-2221 New Port Richey, and (352) 524-2221 Dade City.

2. **Taxes:** No taxes shall be included in any bid price; the School Board is exempt from state and federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8013921275C-1 and Federal Excise Tax Exemption #59-6000792 appear on the purchase order.
3. **Product Standards:** Where a definite product is specified, it is not the intention of the Board to discriminate against any "approved equal" product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board, or its representative, and such determination shall be final and binding on all bidders. Alternates will be considered.
4. **Deviations from Specifications:** Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful bidder will be held responsible therefore.
5. **Samples:** When requested, samples, specification sheets, brochures, etc., will be furnished at the bidder's expense, **tagged and labeled with bidder's name, item number and bid number.** (Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All unreturned samples will be disposed of after 30 days at the District's discretion.)
6. **Ink:** All quotations and bids must be typewritten or completed in ink. Any corrections to the bid/proposal must be initialed by the bidder in ink. Bids submitted in pencil are not acceptable and subject to disqualification.
7. **SIGNATORY AUTHORITY: ALL QUOTATIONS AND BIDS MUST BE SIGNED IN INK (SEE OFFICIAL SIGNATURE PAGE OF THE BID DOCUMENTS) BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.**
8. **Erasures:** Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Bidder must initial all changes.
9. **Conditional Bids:** The Board specifically reserves the right to reject any conditional bid and will normally reject those which make it impossible to determine the true amount and quality of the bid.
10. **Purchase Order:** The award of the bid shall not constitute an order. Before any shipments are made, bidder must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the bid form, specifications, and general instructions.

Company Name/Initials _____

INSTRUCTIONS TO BIDDERS

11. Maintenance/Parts/Repair Availability: Maintenance, repair service and local parts availability are also essential; therefore, bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision.
 12. Compliance with Safety Regulations: All furniture, machinery, equipment and/or tools must comply with OSHA, UL, Safety Regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Pasco County and/or local municipality. This includes various safety accessories; and it is the bidder's responsibility to meet the necessary requirements. All electrical components must meet minimum NEMA specifications.
 13. Product Guarantee: In all cases, bidder must submit on a bid form a sample of actual factory written guarantee; unless otherwise specified, or in the absence of sample guarantee, the Board will assume product is guaranteed for a minimum period of one (1) year from date of installation and/or delivery.
 14. "Foreign" Specification: Products not manufactured in the U.S.A. must be noted as "foreign" and state the country of origin. Failure to do so may subject the bid to disqualification.
 15. Quantity: Where indicated, quantities are estimated only; the Board reserves the right to purchase more or less, provided orders are placed within the time limits specified.
 16. Bid Opening Attendance: All bidders have the right to attend the bid opening, if desired.
 17. Maintenance/Service Agreements After Warranty: Maintenance and/or service agreements that take effect upon the expiration of the warranty period, and for which there will be a separate charge, must be outlined in the bid and approved in advance by the Board or its authorized agent.
 18. Products/Service/Availability: All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years.
 19. Toxic Substances: All contractors are to notify the District Superintendent, in writing, at least three days prior to use of a toxic substance in the construction, repair, or maintenance of educational facilities. The notification is to contain the name of the substance, where and when the substance is to be used, and the Material Safety Data Sheet (MSDS) for the substance. Ref. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200)
 20. Item Pricing: All prices, including total, must include any and all discounts. In the event of price discrepancy, the following provisions will prevail:
 - Item by item bids - unit prices
 - Lot or group bids - lot or group prices
 - All or none bids - total price
- Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for bid prices, may result in disqualification of the bid. Likewise, expiration dates or other constraints which are in conflict with bid requirements will result in disqualification.
21. Tie Bid: In the event of "tie" bids, awards will be decided in the following descending order until the "tie" bid has been resolved:
 - Drug-Free Workplace
 - Local Preference (In accordance with Board Policy 6320, when prices, quality and other considerations are essentially identical, Pasco County bidders may be given preference.)
 - Certified Minority Vendor (Include with Bid Document)
 - Toss of the Coin

Company Name/Initials _____

INSTRUCTIONS TO BIDDERS

22. Alternate Items: Only one alternate per item number, as close to specifications as possible, will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.
23. Substitutions: Substitution of other brands for items bid, awarded and ordered is prohibited except as may be approved by the Purchasing Agent.
24. Payment for Merchandise: The School Board of Pasco County normally issues payment for merchandise within thirty (30) days from receipt of invoices, provided the goods and/or services have been received in a satisfactory and proper manner. All discounts must be included in bid price and should be based on thirty (30) day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider bids that impose penalties or service charges for periods beyond thirty (30) days.
25. Bid Results: The District School Board of Pasco County holds regular meetings on the first and third Tuesday of each month. In accordance with the Administrative Procedures Act, all bid recommendations are posted in the Purchasing Department on the Wednesday preceding the Board meeting. Interested parties may obtain posting dates of bids from the Purchasing Department; however, individual bid recommendations will not be given over the telephone due to the length of time involved. Bidders are encouraged to review the bid tabulation/recommendation postings during normal School Board working hours in the Purchasing Department.
26. Posting of Bid Tabulations/Recommendations: In accordance with the Florida Administrative Procedures Act, bid tabulations/recommendations are posted for a minimum of seventy-two (72) hours prior to the special or called School Board meeting on which official action will be taken. It shall be the interested party's responsibility to ascertain the actual date of posting and/or Board meeting for the specific bid of interest. Reference School Board policy 6320, posted at <http://purchasing.pasco.k12.fl.us/> under Vendors, Doing Business with Pasco County Schools, for specific information regarding vendor complaints and disputes.
27. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The prospective bidder certifies, by submission and signature of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

28. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a) The prospective lower tier (\$25,000) participant certifies, by submission and signature of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
29. Fair Labor Standards Act - "Hot Goods": "The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and/or regulations and orders of the United States Department of Labor issued under Section 14 thereof."

Company Name/Initials _____

INSTRUCTIONS TO BIDDERS

30. Assignments: Any contract or purchase order issued pursuant to this bid invitation, and any monies which may become due hereunder, are not assignable except with the written consent of The District School Board of Pasco County or its agent. Any requests for assignment must be directed to the Purchasing Agent, in writing, stating the reason for the request and any other particulars germane to the proposition.
31. Drug-Free Workplace Certification: In accordance with Section 287.087 F.S., the bid preference shall be given to businesses with drug-free workplace programs, whenever two or more bids are equal with respect to price, quality, and service are received by the state, or by any political subdivision, for the procurement of commodities or contractual services. A bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program.
- Action Required: Please include a statement in the bid as to whether or not your workplace has implemented a Drug-Free Workplace Program. The absence of this statement in the bid document will be construed to mean that there is no such program in place.**
32. Occupational Health and Safety (OSHA): In compliance with Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200), any item delivered from a contract resulting from this bid must be accompanied by a MSDS. The MSDS will be maintained by the user agency and must include the following information:
- a) The chemical name and the common name of the toxic substance.
 - b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) The known acute and chronic health effects or risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and,
 - 3) The primary routes of entry and symptoms of overexposure.
 - c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - d) The emergency procedures for spills, fire, disposal and first aid.
 - e) A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - f) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
33. Claims Responsibilities: It shall be the responsibility of the bidder to file claims for damage or defective merchandise. In the event of receipt of merchandise with concealed damage, bidder will be immediately notified by phone with a follow-up letter within twenty-four (24) hours of notification.
34. Package Identification: All cartons and/or cases delivered to District School Board of Pasco County Central Warehouse shall be clearly identified as to the contents and name of bidder (not shipper). Any expenses incurred by the School Board for identifying shipments shall be deducted from bidder's invoice. All containers must have a label attached identifying contents and instructions.
35. Default: Should any bidder fail to enter into a contract with the School District on the basis of the submitted bid by said bidder or, in the event of a default, bidder acknowledges that bidder shall be liable to the School District for the difference between such bid price and the price the School District pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection. In addition, failure to pay said amount to the School District upon demand would result in the company being barred from doing business with the School District for a period of not less than three (3) years from date of default. Thereafter, the bidder may request to be reinstated.

Company Name/Initials _____

INSTRUCTIONS TO BIDDERS

36. Bid documents: Bidder **must** return the **entire bid** document (all pages, including cover sheet and general instructions as an intact document). On the bottom of each page you must list the company's name and initials of the person filling out the forms. **Failure to submit an entire bid document may result in automatic disqualification for failure to properly execute the entire bid document.**
37. Protests: All bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of Board Policy 6320 is posted in the office of the Purchasing Agent for review; copies may also be obtained upon request. Failure to adhere to Board Policy 6320, or failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
38. Gratuities: In the event that any gratuities or "kickbacks" are offered or tendered to any School District employee or a subcontractor as an inducement for award of a bid, Request for Proposal (RFP), subcontract or order, the bidder's bid/proposal shall be disqualified and the bidder shall not be reinstated.
39. Indemnification/Hold Harmless: As specified in Florida Statute, Section 768.28, the bidder agrees to indemnify and hold the School District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the bidder and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
40. Open Records: All information submitted in response to this request shall be subject to compliance with Florida Statute Chapter 119.07, Public Records, and 815.045, Trade Secrets. All information submitted as "Trade Secret" information should be submitted in a separate envelope and so indicated. If challenged, the bidder who submits the "Trade Secret" information will bear all costs associated with defending their position.
41. Indemnification for Goods and Services: During the term of this bid, the bidder shall indemnify, hold harmless, and defend the School District of Pasco County, Florida, its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the School District, its agents, servants and employees may pay or become obligated to pay on account of any actions founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by the bidder, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the School District for the purpose of performing services.
42. Court Venue: Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida. The laws of the State of Florida shall govern this transaction.
43. Fiscal Nonfunding Clause: In the event sufficient budgeted funds are not available, Purchasing shall notify the bidder of such occurrence and the contract shall terminate without penalty or expense to the School District.
44. Discrimination: An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
45. Vendor's Records: The District School Board of Pasco County reserves the right to review any and all vendor records that are connected with any District School Board of Pasco County purchase resulting from this award for a period of not less than five (5) years after the end of the contract.
46. Collusion: The bidder, by affixing their signature to this bid, certifies that their bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s)/service(s), and is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

Company Name/Initials _____

INSTRUCTIONS TO BIDDERS

- 47. Y2 Compliance: All products (the term product shall include software, firmware, microcode, hardware and embedded chip technology) and services bid under this bid/proposal will be Y2K compliant.

- 48. Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the District. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

- 49. Purchasing Card Program: The District School Board of Pasco County has implemented a purchasing card program through Regions Bank, using the VISA network. Vendors will receive payment from the purchasing card in the same manner as other VISA purchases. Please indicate your ability to accept VISA in the space provided below.

Yes____ No_____

- 50. Conflict of Interest: Bidder **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of Pasco County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Pasco County Public Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 14236 Sixth Street, Dade City, Pasco County, Florida, 33523, prior to bid opening.

Name

Title or Position

Date of Filing

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, ZIP Code

Company Name/Initials _____

INSTRUCTIONS TO BIDDERS

54. Termination / Cancellation of Contract: The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

55. Termination for Default: The School District's Purchasing Agent shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God. In the event of such termination, bidder acknowledges that bidder shall be liable to the School District for the difference between such bid price and the price the School District pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection. In addition, termination for default will result in the company, its principals and/or officers being barred from doing business with the School District for a period of not less than three (3) years from date of default. Thereafter, the bidder may request to be reinstated.
56. Termination for School Board's Convenience: The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
57. Ex Parte Communications: In order to preserve the integrity and impartiality of the assessment and award processes, proposers are strictly prohibited from discussing their proposals during any phase of the solicitation and/or award with members of the Evaluation Committee, administrative staff or School Board members except as specifically authorized by Fla. Stat. 120.57 and School Board policy 6320. Failure to comply with this requirement will result in the proposer being automatically disqualified from the solicitation, and may result in the proposer being barred from doing business for a period of time not to exceed three (3) years. If you have questions regarding this solicitation, please refer to the section entitled "Contact Information," within.

Rev. 2/28/11

Company Name/Initials _____

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:

DELIVER TO:
DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
20430 GATOR LANE
LAND O’LAKES, FL 34638

SEALED BID – DO NOT OPEN

SEALED BID NO: 12-047-AF

BID TITLE: Athletic Field Fertilizer

DUE DATE/TIME: October 4, 2011 @ 2:30 PM Local (Pasco School District) Time

SUBMITTED BY: _____

Please Note:

From time to time, addenda may be issued to this bid/proposal. Any such addenda will be posted at <http://purchasing.pasco.k12.fl.us/> (under “Vendor Bid”).

The District School Board’s Purchasing Department can also be reached at the following phone numbers:

Phone: 813-794-2221
Fax: 813-794-2111

If you are registered with Vendor Bid, you will receive automatic notification of bids and addenda. You must have a valid W-9 form on file and be registered under Vendor Bid in order to conduct business with The District School Board of Pasco County.

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Athletic Field Fertilizer

Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

SCOPE:

The intent of this bid is to establish a three-year contract, renewable annually at the mutual agreement of the parties between the District School Board of Pasco County and a supplier for a firm fixed price for **Athletic Field Fertilizer** for various secondary schools throughout the District School Board of Pasco County. The award of this bid will be on an "all-or-none" basis to the lowest and best, responsive and responsible, bidder meeting written specifications.

SPECIAL TERMS AND CONDITIONS:

TERM:

This contract will commence on October 19, 2011 and shall remain in effect until May 31, 2012. It may be renewed for two subsequent one-year terms, based upon mutual agreement of both parties. The second term of the contract will be June 1, 2012 through May 31, 2013. Subsequently, the third year of the contract will be June 1, 2013 through May 2013. The bid price(s) shall remain firm and fixed during the first three (3) months of the contract.

DELIVERY:

All prices must be f.o.b. destination, no delivery and/or handling charges will be added, freight prepaid and included to various secondary schools throughout the District School Board of Pasco County. All deliveries are to be coordinated with **Randy Snell, Maintenance Crew Chief**, (813) 794-7906, District School Board of Pasco County Maintenance Department, or his designee, prior to delivery of materials.

MSDS sheets **MUST** be sent with each shipment to each location. The first shipment to each school location must be delivered **no later** than mid September 2010. The second and third shipment will be coordinated with **Randy Snell, Maintenance Crew Chief**, (813) 794-7906, District School Board of Pasco County Maintenance Department, or his designee, prior to delivery of materials.

All fertilizer **MUST** be shipped on pallets and shrink-wrapped for outside storage. Shipments must be made on the ground. Vendor **MUST** supply forklift for on the ground delivery. Otherwise, shipment will be refused and bid/contract will be subject to termination/cancellation.

All delivered fertilizer **MUST** have a label with directions for use and spreader settings.

LOCATIONS:

Directions to any District School Board of Pasco County site can be accessed via the District's Internet homepage at www.pasco.k12.fl.us.

ORDER QUANTITIES:

It is estimated that approximately 80 tons of athletic field fertilizer may be purchased annually under this contract; this is an estimate only and may vary (i.e. greater than or less than) significantly from this amount. There are no warranties or guarantee, expressed or implied, that any amount whatsoever will be expended. The Board reserves the right to purchase in any quantity "as needed."

SCHEDULE:

A schedule for the type of fertilizers needed by month and school location will be provided to the awarded vendor.

CANCELLATION:

The School Board reserves the right to cancel this contract at any time during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause."

NON-RENEWAL:

The School Board issues a written renewal request to awarded vendors if such renewal has been authorized by the operating department or school. Vendors are advised that if they have not received this renewal form thirty (30) calendar days prior to the current bid's expiration date, the School Board has chosen not to renew the bid.

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Athletic Field Fertilizer

Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

DEFAULT:

In the event that the successful vendor fails to deliver a product or service within thirty (30) days, as required, the School District may purchase a duplicate or similar product from another source, and assess the vendor the difference in cost. This difference will be deducted from monies due to the successful vendor. If found in default, remedies include cancellation of contract, payment of liquidated damages and removal from the bid list thereby prohibiting vendor from doing business with the School Board for two (2) years.

EVALUATION:

The evaluation of this bid shall be based upon the lowest and best, responsive and responsible, bidder(s) meeting written specifications.

PROTECTION OF PROPERTY:

Contractor shall be responsible to the Owner for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees, and all other persons performing any of the work for said Contractor. All work shall be performed in a good and workmanlike manner, consistent with trade practices and standards which prevail in the industry and as otherwise established by law, rule, regulations, etc.

The Contractor shall, at all times, guard against damage or loss to property of the District School Board of Pasco County or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The District School Board of Pasco County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The Contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

The Contractor, and all personnel acting under his direction or control, shall take all necessary precautions for the safety of employees performing the work and shall at all times comply with all Local, State, and Federal statutes, ordinances, rules and regulations, as well as those of any other public body having authority concerning the work. The Contractor shall hold and save the Owner harmless and indemnified against all claims arising out of any violation or non-compliance with the provisions of this article.

INVOICES:

Vendor to use a two (2) part form with purchase order noted on shipping invoices for each location; original copy to be mailed to: Maintenance Department, Attention: Randy Snell, Site Development Crew Chief or Matt Massey, PE Field Technician, 11835 Tree Breeze Drive, New Port Richey, FL 34654; second copy to be forwarded to the District School Board of Pasco County, Accounts Payable Office, 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638.

SOIL TESTING:

Awarded vendor may be required at the request of the District School Board to perform soil testing at the vendor's cost.

ALTERNATES:

If an alternate product is bid, state brand and product number on line provided; cut sheets and specifications and other information **MUST** also be attached to the bid documents. Failure to submit cut sheets and specifications **MAY** result in automatic disqualification of the bid. Cut sheets and specifications, or any other information, must be sufficient enough for the evaluation committee to determine whether an alternate product is equal.

SUBMITTALS:

Documentation of chemical analysis for each type of fertilizer **MUST** be furnished with bid documents. **Failure to do so may result in automatic disqualification.**

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Athletic Field Fertilizer

Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND:

A. Awarded vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department. This certification will be provided to the District, school and Purchasing Department in advance of the awarded vendor providing any services on campus while students are present. The awarded vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. Awarded vendor will provide the school and Purchasing Department a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Awarded vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Awarded vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor will notify the School or District Department within 48 hours of such. The parties agree that in the event that awarded vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School or District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded vendor agrees to indemnify and hold harmless the School or District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

Effective October 1, 2006 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendors and their employees who were fingerprinted after October 1, 2006 in any county in Florida are now on the state fingerprinting database. Vendors and their employees who have been fingerprinted in one School District now have the ability to notify other School District's Human Resources Department of there fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.

B. **Awarded vendor must provide a list of employees that will participate in this contract for fingerprinting appointments with the District's Human Resources Department.**

C. **Any costs associated with the screening are the sole responsibility of the vendor, contractor, or subcontractor.** If Level 2 background and fingerprinting needs to be conducted, please contact Pasco County School Board, Human Resources at (813) 794-2521. The initial cost is currently \$61.00 per person and may be purchased with a money order or on-line with a credit card at <http://www.flprints.com>. Each subsequent year will cost \$6.00 per person. If you have any questions on this process, please contact the District's Human Resources Department at (813) 794-2521.

I hereby agree to the above requirement.

_____ on behalf of _____
Signature of Certifying Official (Company Name)

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Athletic Field Fertilizer

Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

PRICE ADJUSTMENTS:

All bid prices **MUST** remain firm and fixed for the first three (3) months of the contract. Thereafter the Purchasing Agent may grant a price increase upon request or institute a price decrease quarterly (i.e. every 3 months) and/or at the annual renewal. For the base bid price (Item 1). Increases or decreases granted quarterly or upon the annual renewal of this bid will be based on the change in the Producer Price Index (PPI) published by the Bureau of Statistics, U.S. Department of Labor, using Series ID: #PCU32531-32531, Not Seasonally Adjusted, Industry: Fertilizer Manufacturing, Product: Fertilizer Manufacturing, using the month of March.

Price adjustments will be calculated by using the simple percentage method of calculation. Calculations shall be according to the U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Indexes, titles *Escalation Guide for Contracting Parties*, using the latest available version of the Producer Price Index data published for the months of March, June, September and December, final version.

If the Department of Labor should discontinue the above index, then an index will be selected that is mutually agreeable to both parties. If no agreement can be reached, then bid/contract will terminate at the end of its current term. Should the Series ID and/or title of PPI change, the Group and Item shall remain constant.

To illustrate, suppose that the contract escalation clause refers to the Fertilizer Manufacturing Price Index. Also suppose that the Fertilizer Manufacturing Price Index was 140.0 when the base price was set. A year later when the first adjustment is made, the figure is 160.4. This represents an increase of 1.146 in the Fertilizer Manufacturing Price Index as shown.

| | |
|--|--------------|
| Index at time of calculation | 160.4 |
| Divided by index at time base price was set | 140.0 |
| Equals | 1.146 |

This means that the base price should be increased by 1.412. To proceed:

| | |
|--------------------------------------|----------------|
| Base price per bag | \$13.25 |
| Multiplied by | 1.146 |
| Equals adjusted price per bag | \$15.18 |

In later years, this procedure would be applied again by taking the current index value and dividing from it the index value at the time the base price was adjusted, and then proceeding just as described above.

OCCUPATIONAL HEALTH AND SAFETY

Successful vendors **MUST** comply with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (20 CFR 1910.1200), and for any item recommended for an award from this bid, the vendor **MUST** furnish two (2) copies of the Material Safety Data Sheet (MSDS) to the Purchasing Department prior to an award. The MSDS will be maintained by the Purchasing Department and the District's Environmental Specialist. Any item delivered from a contract resulting from this bid **MUST** be accompanied by a MSDS. The MSDS that accompanies the delivery will be maintained by the end user. The MSDS must include the following information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and re-activity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and,

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

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Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

OCCUPATIONAL HEALTH AND SAFETY:(continued)

3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

MANDATORY SUBMITTALS:

Failure to submit the following items **MAY** result in automatic **disqualification**. All items **MUST** be current, valid, and in effect at time of the written quote.

- a. This entire document, initialed on the bottom of each page with all bid forms completed where indicated, signature on the final page, and a signed Conflict of Interest statement, paragraph 50, Instructions.
- b. Copy of Drug-Free Workplace and/or Certified Minority Vendor for Tie Bid, paragraph 21, Instructions, if available.
- c. Documentation of chemical analysis, see Submittals section.
- d. Copy of completed price sheet; see Specifications/Pricing section.

TIMELINE:

Bid issued: September 9, 2011

Deadline for questions to Purchasing: Friday, September 16, 2011 @ 12:00pm

Date of bid opening: Tuesday, October 4, 2011 @ 2:30pm

Evaluation: October 5, 2011 – October 7, 2011

Anticipated Recommendation to the Board: October 12, 2011

Anticipated Date of Award: October 18, 2011

Questions must be sent to me at aflack@pasco.k12.fl.us or posted on Vendorbid no later than the date and time noted above. This will allow the District ample time to respond, and to issue an Addendum if appropriate.

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Athletic Field Fertilizer

Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

SPECIFICATIONS:

All bags are to be plastic or plastic-lined 50-pound size. Bags **MUST** be neatly palletized and shrink-wrapped for outside storage. Include in your bid price any charges related to pallets. No additional charges will be allowed.

| <u>Item #</u> | <u>Product Type:</u> | <u>Product Contents:</u> |
|---------------|----------------------|--|
| 001 | 18-0-18 w/ Ronstar | 50% Polymer Sulfur Coated Urea, .50 Mn, 1% Fe, 1.05 S (f), 10.32 S (c) .67 Ronstar |
| 002 | 15-3-15 | 60% Polymer Sulfur Coated Urea, 40% Polymer Sulfur Coated Sulfate of Potash, 1.00 Mg, 3.00 Mn, .05 Cu, 1% Fe, .12 Zn, .05 B, .001 Mo, 4.06 S (f), 4.54 S (c) |
| 003 | 24-2-11 | 40% Polymer Sulfur Coated Urea, .20 Mn, 2% Fe, 1.16 S (f) |
| 004 | 20-2-10 | 25% Polymer Sulfur Coated Urea, 1.00 Mn, .67 S (f), 8.50 S (c) |
| 005 | 15-1-15 | 40% Polymer Sulfur Coated Urea, .40 Mn, 2% Fe, .70 S (f), 5.71 S (c) |
| 006 | 21-0-0 | 21% Ammoniacal Nitrogen Turf Grade |

BID PRICES:

PLEASE NOTE: At the present time, funding to the District from the State has been significantly reduced. It is important that bidders understand the District's budgetary restrictions when offers are submitted. To fulfill our fiduciary responsibilities, we are hereby requesting that all pricing submitted be as competitive as possible, so that we may return maximum value to our constituents. By signing this bid document, the bidder is acknowledging that the District's current or future budgetary shortfalls may materially impact long-term completion of the District's obligations under this contract, and/or may materially impact the District's ability to renew the contract for subsequent terms.

| <u>ITEM #</u> | <u>QTY</u> | <u>DESCRIPTION</u> |
|----------------------|----------------|----------------------|
| 001 | 407- 50lb Bags | 18-0-18 w/ Ronstar |
| Mfg.: | _____ | Product # _____ |
| Price per 50-lb bag: | _____ | Total Price:\$ _____ |
| 002 | 707- 50lb Bags | 15-3-15 |
| Mfg.: | _____ | Product # _____ |
| Price per 50-lb bag: | _____ | Total Price:\$ _____ |
| 003 | 308- 50lb Bags | 24-2-11 |
| Mfg.: | _____ | Product # _____ |
| Price per 50-lb bag: | _____ | Total Price:\$ _____ |

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

Bid Title: Athletic Field Fertilizer

Due Date/Time: October 4, 2011 @ 2:30PM

Bid Number: 12-047-AF

BID PRICES: (continued)

| <u>ITEM #</u> | <u>QTY</u> | <u>DESCRIPTION</u> | | |
|----------------------|-----------------|--------------------|----------------|-------|
| 004 | 1108- 50lb Bags | 20-2-10 | | |
| Mfg.: | _____ | | Product # | _____ |
| Price per 50-lb bag: | _____ | | Total Price:\$ | _____ |
| 005 | 855- 50lb Bags | 15-1-15 | | |
| Mfg.: | _____ | | Product # | _____ |
| Price per 50-lb bag: | _____ | | Total Price:\$ | _____ |
| 006 | 312- 50lb Bags | 21-0-0 | | |
| Mfg.: | _____ | | Product # | _____ |
| Price per 50-lb bag: | _____ | | Total Price:\$ | _____ |

ALL-OR-NONE GRAND TOTAL FOR ALL ITEMS \$ _____

AWARD CRITERIA:

The award of this bid will be based upon the total all or none, lowest and best, responsive and responsible, bid meeting written specifications.

ADDITIONAL INFORMATION:

Vendor to state firm delivery date: _____ days ARO.

All prices (i.e., the "offer") shall remain firm and in effect for a period of ninety (90) days from anticipated date of award. Once offer is accepted, that is, bid is awarded by the District School Board of Pasco County, and purchase order issued, prices shall remain firm and fixed according to the terms and conditions of this bid.

If you have any questions regarding this bid, please contact **Randy Snell**, Crew Chief, Maintenance Department, (813) 794-7906 or **Amy Flack**, Buyer, District School Board of Pasco County Purchasing Department, (813) 794-2224. Bidders are strongly encouraged to post their questions on Vendorbid where answers can be posted electronically.

Company Name/Initials _____

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

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PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such Purchases shall be governed by the same terms and conditions as stated herein.

Agree to extend pricing to all agencies within the following counties: (check those applicable)

| | | | | |
|---------------------------------------|-----------------------------------|---------------------------------|----------------------------------|-----------------------------------|
| <input type="checkbox"/> Hillsborough | <input type="checkbox"/> Polk | <input type="checkbox"/> Citrus | <input type="checkbox"/> Volusia | <input type="checkbox"/> Pinellas |
| <input type="checkbox"/> Sarasota | <input type="checkbox"/> Hernando | <input type="checkbox"/> Pasco | <input type="checkbox"/> Manatee | <input type="checkbox"/> Osceola |
| <input type="checkbox"/> Desoto | | | | |

Agree to extend pricing to all other agencies within the State of Florida.

IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO COMPLY WITH PROVISIONS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The District School Board of Pasco County hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE # AREA CODE: _____ FAX # AREA CODE: _____

E-MAIL ADDRESS: _____

The signing of this bid form certifies that I have read and agree to abide by the accompanying cover letter, general instruction, special instructions and specifications. NOTE: This sheet and the accompanying documents constitute a firm offer from the bidder; however, acceptance by The Board of any or all parts herein does not constitute a contract. Before commencing any work, the Superintendent or his authorized representative shall properly execute a Purchase Order (or contract), and it shall become the written agreement between the parties. All terms and conditions of this bid are included and become a part of the written agreement between the parties.

NAME: _____
(TYPED)

TITLED: _____

SIGNATURE: _____
(Written) (Officer of Company or Corporation)

FIRM DELIVERY DATE: _____

Company Name/Initials _____