March 6, 2019

Advanced Technology Management
MY Contractors, Inc.

RE: ITBS-022-19/LN

Dear Sir/Madam:

On Tuesday, March 5, 2019, the School Board of Duval County Public Schools approved the award of bid ITBS-022-19/LN – Landscape Maintenance, OEO Sheltered Market. This is your official notification of bid award. This award is for the period from April 1, 2019 through March 31, 2020.

Please forward a copy of your insurance certificate as required per special condition #23 to the Buyer, Lucy Nasworthy. (Email and fax are both acceptable.)

Purchase orders will be issued for these services as needed during the bid period. If you have any questions regarding this bid, please contact Lucy Nasworthy at (904) 858-4846.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: Donna Hall
Master Bid folder

Dr. Diana L. Greene, Superintendent of Schools
March 5, 2019, Regular Board Meeting

Title
18. LANDSCAPE MAINTENANCE, OEO SHELTERED MARKET - AWARD

Recommendation
That the Duval County School Board approve the Landscape Maintenance - OEO Sheltered Market, ITB-022-19-LN contract award to MY Contractors and Advanced Technology Management from the date of award through March 31, 2020.

That the Duval County School Board delegate authority to the Superintendent or her designee to renew the contract for subsequent annual periods provided the terms and conditions are essentially the same as those at the time of award and funds are available for the additional period. There are four (4) potential one (1) year renewals.

Description
This is a request to provide a source of service for landscape maintenance services. The bid was coordinated through the Office of Economic Opportunity (OEO). Several OEO firms were available to compete and provide favorable pricing for our district. OEO recommended this contract bid be sheltered (e.g., limited) to OEO qualified applicants which was accepted and implemented.

Gap Analysis
This contract award will increase the participation percentages and actual dollars spent within our district's OEO program utilizing OEO prime contractors. Without this award, essential grounds maintenance work would go unperformed.

Previous Outcomes
The set aside and award of OEO sheltered contracts in the past has enabled our district's OEO program to promote the success of local OEO firms while also providing a cost efficient means to attain needed grounds maintenance services for our district.

Expected Outcomes
Continued timely and efficient performance of grounds maintenance services for our district while also furthering the success of local OEO contractor firms.

Strategic Plan Goal
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student Outcomes

Financial Impact
Last contract period $210,770.64 was expended under the expiring contract. We anticipate $281,574 will be spent on this new contract. The "MY Contractors" bid portion selected equals $140,400 and covers 20 schools. The "Advanced Technology Management" bid portion selected equals $141,174 and covers 23 schools.
Contact
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

Attachments
None
**BID TABULATION**

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**GROUP A - TOTAL ITEMS 1 THRU 20**

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| Price quoted shall include all labor, material, and equipment necessary to cover all areas. Additional services may be requested at the same per service. Price Quoted below. |
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<td>EACH</td>
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**GROUP B - TOTAL ITEMS 1 THRU 23**

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<td>$158,580.00</td>
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Prepared by: Cammie Wise  
Verified by: Lucy Nasworthy  
Date: 01/23/2019  
Award = [ ]
ADDENDUM NO. 1
Informational
www.duvalschools.org/purchasing

Issue Date: January 10, 2019
Phone: 904-858-4846

Buyer: Lucy Nasworthy

Bid Number: ITBS-022-19/LN

Bid Title: LANDSCAPE MAINTENANCE, OEO SHELTERED MARKET

Term of Bid: April 1, 2019 through March 31, 2020 with renewal options.

Opening: Thursday, January 17, 2019 at 2:00 p.m. Bids received prior to this date and
time will be opened in the Conference Room, Suite 322 and may not be
withdrawn for 120 days after opening. All bids received after the specified date
and time will be returned unopened.

Purpose: To answer questions received during December 18, 2018 Pre-bid Conference
and questions received by email in accordance with Special Condition 8.

1. Question: Is there a difference between Group A and Group B?

   Answer: Yes. In Group A there are 20 schools with approximately 236.73 acres. In
   Group B there are 23 schools with approximately 238.1 acres.

2. Question: Office of Economic Opportunity process has been fairly lengthy? How long
does it take to become certified with Duval County Public Schools (DCPS) now?

   Answer: It would depend on how complete and responsive the application is that is
turned in. Contact Beth Casey with Duval County Public Schools Office of Economic
Opportunity (OEO) @ 904-858-4860 for certification questions only.

3. Question: Is there a cap on the Escalation Provision?

   Answer: Per Special Condition 10- "At each renewal of the contract, DCPS will
consider an increase due to inflation provided the proposed price increase does not
exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price
Index (CPI)."
4. **Question:** Should the prospective vendor check in with the front office of each school before looking around the schools?

**Answer:** Yes. Contact school personnel in the front office of each school prior to attempting to review the property.

5. **Question:** Would damages be covered by insurance mandated by the bid?

**Answer:** Yes, the General Liability should cover all damages. It would be up to the awarded vendor to communicate with their insurance company and the DCPS Grounds and Athletic Fields Maintenance Department.

6. **Question:** If damage is done, would it be up to DCPS as a Certificate Holder to file with the insurance?

**Answer:** No, the damaged party (DCPS) would work through the contractor to file claim.

7. **Question:** If a window is damaged/broken, will DCPS fix the window or allow the awarded contractor to fix it?

**Answer:** DCPS would fix it and deduct from payment to awarded vendor. The awarded vendor would need to file with their insurance carrier for reimbursement.

8. **Question:** Special treated glass is difficult to fix. Why have insurance if DCPS will fix it and deduct from pay?

**Answer:** Awarded contractor should contact DCPS Grounds and Athletic Fields Maintenance Department as soon as damage is identified. This would be handled on a case-by-case basis.

9. **Question:** What license is required for herbicide treatment of weeds stated on SP4 paragraph 2?

**Answer:** Limited Lawn and Ornamental.

10. **Question:** In regards to question 9, can awarded vendor subcontract the herbicide treatment?

**Answer:** Subcontracting would have to be pre-approved by DCPS Grounds and Athletic Fields Maintenance Department and DCPS Office of Economic Opportunity.

11. **Question:** If a subcontracting is allowed, does the subcontractor have to be certified by DCPS Office of Economic Opportunity?

**Answer:** DCPS Office of Economic Opportunity would strongly suggest that the subcontractor be certified by DCPS Office of Economic Opportunity. Regardless, the awarded vendor must complete more than 51% of the work.
12. **Question:** Will the awarded vendor(s) receive advance notice of change requests?

   **Answer:** Yes.

13. **Question:** In reference to question 12, does DCPS give the pricing or does the awarded vendor provide the pricing to DCPS?

   **Answer:** See page SC8 paragraph 27.

14. **Question:** What is the procedure if a Principal or someone at the work site refuses to sign Attachment C DCPS Lawn Maintenance Service Ticket?

   **Answer:** Contact Ray de Lugo in the DCPS Grounds and Athletic Fields Maintenance Department.

15. **Question:** In regards to SC 10, paragraph 34, Jessica Lunsford Act, is the screening and badging for the company or each individual?

   **Answer:** Application for badging must be completed by each individual who will be on a school site. Applications go through the DCPS School Police Department. Instructions can be found on their website at: https://dcps.duvalschools.org/Page/19087

16. **Question:** Does DCPS use E-verify for Jessica Lunsford applications?

   **Answer:** Yes, DCPS uses E-verify for Jessica Lunsford applications.

17. **Question:** How should a contracted vendor and its employees react if the school they are servicing has a security incident?

   **Answer:** The contractor should contact the school and the school should contact the DCPS School Security Officer at the school or the contractor should call DCPS dispatchers at (904) 855-3319.

18. **Question:** A third cut should be added to July? Two cuts cause excess clippings and work. Would a third cut be allowed?

   **Answer:** Budgeting is always a factor in adding additional services. This would be addressed on a case by case basis after communications DCPS Grounds and Athletic Fields Maintenance Department.

19. **Question:** If a teachers' project, for example, left a mess on the school grounds after the project was abandoned, would the awarded vendor be responsible for cleaning it up?

   **Answer:** This would be addressed on a case by case basis after communications with DCPS Grounds and Athletic Fields Maintenance Department.
20. Question: Is the contractor responsible for edging asphalt?
   Answer: Contractor would not edge next to asphalt tracks. Driveway asphalt would need to be edged.

21. Question: The bid includes tree trimming to 10ft. Will DCPS supply refuse container?
   Answer: No.

22. Question: 10 ft. trim would be labor intensive. How would we bid that?
   Answer: Trees are currently maintained to 10 ft. Contractor would be expected to maintain that height.

23. Question: How should the contractor handle young trees?
   Answer: Young trees' branches should be kept clear of sidewalks and driveways.

24. Question: SP5 paragraph 7 covers suspension of landscape maintenance when schools are scheduled for testing. Is it possible to complete the scheduled cut the following month if needed?
   Answer: No. The contractor is responsible for communicating with the school to determine testing dates and factor in school testing into their monthly service schedule.

25. Question: How should the contractor handle the issue of bees and wasps?
   Answer: Be prepared to utilize wasp or bee spray (not provided by DCPS) at your service. For bee hives and large wasp nests (the nest is encompassed in approximately half of the bush), report the issue and location to the school and contact the DCPS Grounds and Athletic Fields Maintenance Department.

26. Question: How can the contractor get a copy of the previous bids/ tabulations?
   Answer: All currently awarded bids and tabulations can be accessed on the DCPS Purchasing website at the following link for "Landscape Maintenance, OEO Sheltered Market: https://dcps.duvalschools.org/Page/17848

27. Question: Can the prospective bidders get a copy of the Pre-bid sign in sheet?
   Answer: A copy of the two sign-in sheets are attached to this addendum.

28. Question: Some schools have parks adjacent to the school property. How does the contractor know where to stop landscape maintenance?
   Answer: Attachment A of the bid includes aerial views of each site in each group.
29. **Question:** Does the custodians help maintain the grounds by picking up the trash on the school grounds in between cuts?

   **Answer:** Although custodians do pick up the grounds as part of their job, the awarded contractor would be expected to make sure that the property is free of items that could be cut up and spread.

30. **Question:** If property is too wet to cut can it be rescheduled?

   **Answer:** It would be covered on a case by case basis. Cut as close as possible and report the situation to the DCPS Grounds and Athletic Fields Maintenance Department.

31. **Question:** Was the Pre-bid conference mandatory or not?

   **Answer:** The Pre-bid conference was not mandatory. Prospective vendors were not required to attend as a pre-requisite for submitting a bid.

32. **Question:** Is this an all-or-none award or can a contractor bid on just certain school sites?

   **Answer:** Each group in this bid will be awarded all-or-none. The contractor must bid all sites in either Group A or Group B to be awarded that respective Group.

33. **Question:** Does this contract allow subcontracting, not just for the herbicide treatments but for the Lawn Maintenance itself?

   **Answer:** Any subcontractor would have to be pre-approved by DCPS Grounds and Field Maintenance Department and DCPS Office of Economic Opportunity.

34. **Question:** What are the qualifications for vendors in order to be qualified to bid on this project?

   **Answer:** See Special Condition 5.

35. **Question:** What necessary equipment that we are required to have?

   **Answer:** Landscape equipment necessary to maintain school properties as described in “SPECIFICATIONS” on page SP1.

36. **Question:** Is there a number of years of experience that you need to show that you have done the amount of work that is involved in this job?

   **Answer:** There are no number of years of experience defined in the bid document.
<table>
<thead>
<tr>
<th>NAME</th>
<th>COMPANY/DEPT.</th>
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<tbody>
<tr>
<td>Bobby Williams</td>
<td>Eagle lawn care of WEF</td>
</tr>
<tr>
<td>Cordel Dietzeg</td>
<td>ABM - Grounds</td>
</tr>
<tr>
<td>Lance Tibbets</td>
<td>ABM - Grounds</td>
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<tr>
<td>Lively Westwood</td>
<td>DCPS - Purchasing</td>
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<tr>
<td>Louis Mitchum</td>
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<tr>
<td>Riley Breedlove</td>
<td>Advanced tech mgmt</td>
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<tr>
<td>Beth Casey</td>
<td>DCPS</td>
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<tr>
<td>Aldean Green</td>
<td>Mr. Rivers Lawn Service (Main)</td>
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<tr>
<td>Anthony McNish</td>
<td>McNish's Lawn Maintenance &amp; Landscape, Inc.</td>
</tr>
<tr>
<td>Nevissa Hawkins</td>
<td>DCPS</td>
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<tr>
<td>Chris Godwin</td>
<td>New Creations Lawn Maintenance</td>
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<tr>
<td>Jose Blanck</td>
<td>PYRAMID (Acct) Services</td>
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<tr>
<td>Latasha Huggs</td>
<td>Huggs' Lawn</td>
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<td>978 Landscape, Inc.</td>
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</tbody>
</table>
Duval County Public Schools
PURCHASING SERVICES
PHONE: 904-858-4818
FAX: 904-858-4868

ITB-022-19/LN
LANDSCAPE MAINTENANCE, OEO SHELTERED MARKET
DATE: DECEMBER 18, 2018
TIME: 9:30 AM
PLACE: LANDSCAPE OFFICE
2797 HEYWOOD DOWLING DR.
JACKSONVILLE, FL 32204

<table>
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<tr>
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<tr>
<td>Naide Lugo</td>
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<td>Robert Day</td>
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<tr>
<td>Leonel Melk Jr.</td>
<td>Available Pest Control, Inc</td>
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<tr>
<td>Steve Knight</td>
<td>manuscapedcontract Marique</td>
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<td>Jasper Hatten</td>
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<td>Dewayne Rivers</td>
<td>M.Y. Rivers Lawn Service</td>
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<td>Tywana Proctor</td>
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<tr>
<td>Jannie Bell</td>
<td>M.Y. Contractors</td>
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<td>Leonard Bell</td>
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<tr>
<td>Marvin McLaugh</td>
<td>AVAILABLE DEP</td>
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</tbody>
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INVITATION TO BID

www.duvalschools.org/purchasing

December 10, 2018

Buyer: Lucy Nasworthy
Phone: 904-858-4846

Bid Number: ITBS-022-19/LN

Bid Title: LANDSCAPE MAINTENANCE, OEO SHELTERED MARKET

Term of Bid: From April 1, 2019 through March 31, 2020 with four (4) one-year renewal options.

Opening: Thursday, January 17, 2019 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, Suite 322 and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid to: DCPS Purchasing Services / 1701 Prudential Dr., Suite 322 / Jacksonville FL 32207

Special Requirements: Pre-Bid Conference: (see SC # 6) Tuesday, December 18, 2018 at 9:30 a.m.; DCPS Grounds and Athletic Field Maintenance Department, 2797 Heywood Dowling Drive., Jacksonville, FL 32204

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company’s principal place of business. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: ____________________________

Mailing Address: __________________________________________________________

City, State, Zip Code: ____________________________

Telephone: _______________ Toll Free: _______________ Fax: _______________

Email Address: ____________________________ Internet URL: ____________________________

Federal ID # or SS #: ____________________________ Duns #: ____________________________

If you are a certified minority, state certifying agency: ____________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ or ACH _____ (see Special Condition #37)

Initial                          Initial

Delivery can be made within ________ calendar days after receipt of order.

Addenda _____ through _____ received. (if applicable)

Original Manual Signature of Authorized Representative: ____________________________

Printed/Typed Name of Authorized Representative: ____________________________

Title: ____________________________ Date: ____________________________
1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools. Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of any of the latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in pen market or elsewhere the work at such time, the amount to be charged to the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby. SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013989912C-0.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer’s name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:
   a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, and installation, unless otherwise enumerated.
   b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed data to Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall be accompanied by the name of the bidder, remitter, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. IF, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: The bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors or omissions or commission of either party but if in case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
Duval County Public Schools
Office of Economic Opportunity

Sheltered Market for SBEs and/or M/WBEs

Under the provisions of Board Rule on the SMALL/MICRO BUSINESS ENTERPRISE PROGRAM AND MINORITY/WOMEN BUSINESS ENTERPRISE CERTIFICATION, this bid is reserved for EXCLUSIVE COMPETETION by qualified Small Business Enterprise (SBE) if the OEO has sheltered it for SBEs or for qualified Minority/Women Business Enterprise (M/WBE) if the OEO has sheltered for M/WBEs. Before bid opening, all parties responding to this bid must be certified as a Small Business Enterprise and/or Minority/Women Business Enterprise, depending on the OEO recommendation, with Duval County Public Schools.

Any party desiring additional information concerning participation on this bid should contact:

Beth Casey, Supervisor
Office of Economic Opportunity
(904) 858-4860
tramelb@duvalschools.org

or

Office of Economic Opportunity
1701 Prudential Dr., Suite 322
Jacksonville, FL 32207
(904) 858-1480 / (904) 858-4868 fax
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida 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 Duval 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 Duval County Public Schools official(s) and 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, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
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<tbody>
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</tbody>
</table>

________________________________   ________________________________
Signature      Company Name

Print Name of Certifying Official   Business Address

________________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Dr., Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. Late bids are not considered and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE *********

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Pricing read during bid opening, is for informational purposes only. Prices will be verified during the bid evaluation process. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made.

www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, 1701 Prudential Dr., Suite 322, Jacksonville, FL 32207. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given 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), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required 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 through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR’S SIGNATURE/DATE

_________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ITBS-022-19/LN

Organization Name PR/Award or Project Name

Name Title

Signature Date

Lower Tier Debarment Certification (Computer generated facsimile, Version 2, 6/98)
AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
1701 Prudential Dr., Suite 322
Jacksonville, Florida 32207

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Name of Firm: ________________________________
Signature and Title: ____________________________
Street Address or P.O. Box: ______________________
City, State, Zip Code: __________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish firm prices and a source to provide Landscape Maintenance for Duval County Public Schools (DCPS) for the period from April 1, 2019 through March 31, 2020.

2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for four (4) additional one year periods, subject to the same provisions, terms, conditions and specifications as originally awarded plus any additional approved contract modifications.

3. **AWARD:** The intent of this ITB is to award two (2) contracts that consist of Group A and Group B as indicated on the Bid Proposal Form. All items within a group must be bid as an all-or-none award.

   It is the intent of the District to select one firm for Group A and one separate firm for Group B. The District reserves the right to award both Groups to the lowest responsible responsive bidder of each Group if District believes there would be an operational advantage.

   Within one week after receipt of notification of award, the successful bidder(s) shall meet with the Director (or his designee), Grounds and Athletic Field Maintenance to discuss job procedures, performance expectations and scheduling.

   **For purposes of evaluation, this form will be interpreted as follows:**

   **Unit price:** Unit price should be numeric. Unit prices left blank will be deemed “no bid”, and a unit price of $0 will be deemed “included at no charge”.

   **Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or “as specified” is entered the item will be considered to have insufficient information to evaluate.

   Failure to respond as requested may result in rejection of item(s) as non-responsive.

4. **BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

   Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

   **Tie bids are decided by tie breaking procedures outlined in purchasing policy.**

**PURCHASES:** Award does not constitute an order. Before any shipments can be made, the vendor must receive a School District Purchase Order, an internal account’s Purchase Order or a Procurement Card Authorization.
5. **OFFICE OF ECONOMIC OPPORTUNITY SHELTERED MARKET:** Vendors are requested to submit proof of certification with their bid. Vendors who are not certified as a Small Business Enterprise and/or a Minority/Women Business Enterprise with Duval County Public Schools **prior to** bid opening, will be considered non-responsive and ineligible for award.

6. **PRE-BID CONFERENCE:** DCPS Grounds and Field Maintenance Department: 9:30 A.M. (EST) on Tuesday, December 18, 2018 at DCPS Landscape Office, 2797 Heywood Dowling Drive, Jacksonville, FL 32204. **Information on Aerial photos of the school sites will be provided in Attachment A.**

7. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about January 24, 2019, and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

8. **QUESTIONS:** Any questions and/or request for additional information should be directed to Lucy Nasworthy in Purchasing Services, via email at nasworthyl@duvalschools.org, placing this bid number (ITBS-022-19/LN) in the subject header. Deadline for questions shall be 2:00 p.m. EST on **January 7, 2019.** Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

9. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than **as expressly designated** in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder. Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT’S existing contract(s) for the materials or services addressed in this ITB.

10. **PRICING:** **Escalation Provision:** At each renewal of the contract, DCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. **The contractor must request the increase in writing prior to the renewal of the contract.**

11. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

12. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer’s standard packaging is different than the quantity listed, it shall be the vendor’s responsibility to convert the bid price to the requested unit of measure. Bids received
13. **QUANTITIES:** The items listed in this solicitation will be ordered on an “AS NEEDED” basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. The column headed “ESTIMATED QUANTITY” is for information only and does not bind the Duval County School Board to make any purchases under items of this bid. Estimated quantities are based on prior bids’ usage.

14. **DELIVERY:** F.O.B. Destination. Delivery will be made in accordance with bid specifications. The Buyer must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an emergency situation, DCPS will have the option to cancel that purchase order and procure services elsewhere.

Failure to deliver in accordance with the above instructions may result in the bidder being disqualified from conducting business with DCPS.

15. **FAMILIARITY WITH SITES:** Each bidder is encouraged, prior to submitting their bid, to examine the sites to determine the extent of the work involved and the conditions under which they must perform the work. Submission of a bid shall constitute acknowledgement by the bidder that they are familiar with all site conditions. The failure or neglect of a bidder to familiarize him/herself with the site of the proposed work shall in no way relieve them from any obligations with respect to their bid.

To gain access to the sites, the bidder should contact the principals or administrators of the schools prior to their visit. School addresses may be found on the list of school on bid proposal form. Each visitor must check in at front desk upon visit and ask for escort of school grounds.

16. **LABOR AND MATERIAL:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.

17. **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply.

a) Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth in this document.

b) The Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. Once checking in, they will request to have any vehicles moved that may impede the lawn service or give vehicle owners the opportunity to relocate their vehicle, if they so desire.

c) All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in their possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver’s license, ID card) AND a DCPS current Vendor Badge.

d) Failure of Contractor’s personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

18. **SAFETY:** The Bidder shall take all reasonable precautions for the safety of people and property
and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of DCPS. The Bidder shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.

19. **CLEAN UP:** The contractor at all times shall keep the premises free from accumulations of waste materials, debris or rubbish caused by their operations. At the completion of the work, the contractor shall remove all debris, waste materials and rubbish from and about the work site as well as tools, equipment, machinery and surplus materials. Use of school dumpsters is not permitted for disposal of contractor material. If the contractor fails to clean up at the completion of their service, DCPS may do so and the cost shall be charged to the contractor. Any costs caused by defective or ill-timed work shall be borne by the contractor.

20. **DAMAGE:** The contractor is responsible for any damage to DCPS facilities and/or property, including property belonging to members of the community that are visiting DCPS when services are provided. DCPS must approve any repair to any district facility made by contractor or the contractor’s subcontractor. Any such damage must be reported to DCPS as soon as the damage is discovered by the contractor.

If damage occurs during regular business hours, DCPS Grounds and Field Maintenance Department shall be contacted immediately. If damage occurs outside of regular business hours, DCPS security shall be contacted immediately. The contractor shall be responsible for temporary, and ultimately, permanent repairs to including but not limited to fences, structures, vehicles, windows, sod, irrigation, decor or plumbing pipes/fixtures or other DCPS or non-DCPS property. The contractor must not leave the site unsecured. Contractor must remain on site until the site has been secured and/or accepted by authorized DCPS personnel.

In the event a window is broken, the DCPS Maintenance Department will make the necessary repairs and the cost of the repair will be deducted from the invoice for services from the contractor. If the window cannot be repaired immediately, the DCPS Maintenance Department will board up and secure the window and the cost of boarding and securing the window will be deducted from the invoice for services from the contractor.

The contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, windows, etc., broken or damaged as the result of contractor's operations.

Damage to property and/or improvements by the contractor's equipment or personnel during the course of contractual duties will be repaired or replaced at the contractor's expense. The DCPS Grounds and Field Maintenance Department shall be notified of damaged plant materials and irrigation equipment resulting from regular lawn service, vehicular equipment or storm damage and vandalism.

21. **EMERGENCIES:** In any emergency affecting the safety of persons and property, the contractor shall act immediately to prevent threatened damage, injury or loss. Any such emergency must be reported to DCPS not later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

22. **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto.
23. **INSURANCE:**

A. **Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

1. **Workers’ Compensation/Employers’ Liability.** The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

   (a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

   (b) The policy must be endorsed to waive the insurer's right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

   (c) Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

   - $1,000,000 Each Accident
   - $1,000,000 Disease - Each Employee
   - $1,000,000 Disease - Policy Limit

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

   (a) The VENDOR/CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

   The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

   The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.
(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS’s member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS’s member, official, officer or employee for which the DCPS or DCPS’s member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing
the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

   (a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS’s members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

   (b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

   The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR’s Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR’s Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s member, official, officer or employee.

E. The VENDOR/CONTRACTOR’s Insurance As Additional Remedy. Compliance with the
insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement.

NOTICE: Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

24. WEEDS AND VEGETATION CONTROL: Bidders must submit a dated and signed statement with the bid, stating how weeds and vegetation will be controlled within the parameters of the Specifications (i.e. SP1 H. Weeding). The statement must include information on how the contractor plans to remove weeds and grass growing in parking lots, sidewalks, courtyards and other paved surfaces, cleaning fence lines of objectionable plant growth. DCPS has a large amount of fence line, bedding, pavement, etc., these site conditions should also be taken into consideration in the statement. The statement must clearly outline what means and methods will be used. This includes information on what pesticides/herbicides will be applied or what spray equipment will be used, if any, and any mechanical equipment that will be used for weed removal. If the contractor elects to use a method which requires certification, the contractor must include a copy of that certification as part of the statement. If the contractor intends to use chemical methods, MSDS information must be included. Failure to provide this information may result in the bid being considered non-responsive.

25. COMMUNICATIONS: The successful bidder shall forward all communications and invoices to DCPS through:

Grounds and Field Maintenance Department
2797 Heywood Dowling Drive
Jacksonville, FL 32204
Phone: (904) 381-3995

Daily communication shall be communicated via phone or electronic mail. In the event that the provided primary means of communications, company phone number, electronic mail or fax, is malfunctioning, the Facilities Contracts Department shall be notified immediately.

26. USE OF SITE: The Bidder shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment.

27. CHANGE IN THE WORK: Sites for work may be added or deleted as required for the duration of the contract. In the event a facility is removed from the original contract Group A and/or, Group B, the reduced monthly invoiced amount will equal the amount bid for that facility in the Bid Proposal Form multiplied by the number of services left in the contract year. In the event a facility is added to the original contract group, the monthly invoice amount for the new site shall be negotiated at that time, but must be in relation to other sites of similar size and design. If acreage is deleted or added to a single location (due to parking changes, addition of buildings, etc) then the price per acre will be calculated as follows:

Total Price per Cut ÷ Location Acres = Price per Acre, then
Price per Acre x New Area Added or Deleted = Addition or Deletion Price.

It should be noted that the District reserves the right to add or subtract facilities for a variety of reasons including but not limited to:

- Multiple documented poor performance
- Change in available district funding
- District wide reorganization of contracted groups for operational advantage
- District wide reorganization of in-house employees for operational advantage

28. **CORRECTION OF WORK AND PAYMENT:** The Bidder shall promptly correct all work rejected by DCPS as defective or as failing to conform to the contract documents as reported by the DCPS contract manager within 72 hours of notification of the deficiency. By accepting award of this contract, the owner and vendor agree to the following payment schedule:

- 75% of line item bid price will be paid upon successful completion as stated in Section 1.B.1 of the Specifications.
- 25% of line item bid price will be paid upon successful completion as stated in Section 1.B.2 of the Specifications.

*NOTE: The DCPS Lawn Maintenance Service Ticket (Attachment C) that is signed by the school and required for payment does not necessarily indicate satisfactory completion of the work and payment percentages above still apply.*

Each monthly pay request will require the following: (failure to include all below may significantly delay payment):

1. Accurate Invoice including list of schools, school numbers, group, cost per cut, and date of service;
2. DCPS Lawn Maintenance Service Ticket (Attachment C) validated by school personnel;
3. Current list of DCPS vendor badged personnel with expiration dates and job title;

*NOTE: If contractor chooses to service the school on the weekend, holiday or any other time that the DCPS is closed, the contractor is responsible to return to the school the next day that the school is open to service all non-accessible areas and to have the DCPS Maintenance Service Ticket (Attachment C) validated by school personnel.*

29. **TOXIC SUBSTANCES:** In accordance with Florida Statutes 1013.49, all toxic substances on the Florida Substance List that are used in the repair, construction or maintenance of educational facilities are subject to certain provisions:

a. The Bidder shall notify the DCPS, Superintendent in writing three (3) working days prior to the intended use of the substance.

The notification shall contain:

1. Name of the substance
2. Where substance is to be used
3. When substance is to be used

30. **SMOKING AND TOBACCO PRODUCTS:** Smoking and use of tobacco products are prohibited on school property, including all buildings and grounds.

31. **ATTIRE:** Proper attire shall be worn at all times.

a. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).

b. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is
c. Proper shoes to insure the individual's safety shall be worn at all times.

32. **FRATERNIZATION:** Contractor personnel shall not fraternize with school staff or students.

33. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

34. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.shtml](http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.shtml). By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs. **Contractor shall submit a list of employee names and DCPS Vendor badge expiration dates monthly as part of the invoice package.** All employees performing service under this bid must have a DCPS Vendor badge and it must be on their person or service vehicle while on site. If an employee does not have a DCPS vendor badge, they will not be permitted on school property. If an employee has a DCPS Vendor badge but it is not on their person or on-site service vehicle, they will not be permitted on school property.

35. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

36. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.

The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.

37. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

The Bidder will, after providing service to scheduled schools, submit a monthly invoice. The invoice must clearly indicate the DCPS contract purchase order number. All service tickets (Attachment E) must be attached to the payment invoice with signature of the school principal or designee and sent to:

Grounds and Field Maintenance Department
2797 Heywood Dowling Drive
Jacksonville, FL 32204
Phone: (904) 381-3995

38. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.
39. **AVAILABILITY OF FUNDS:** The obligations of Duval County Public Schools under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

40. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

41. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

42. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** 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 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 36 months from the date of being placed on the convicted vendor list.

44. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.
CANCELLATION: The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

FORCE MAJEURE: Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 46. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

PURCHASES BY OTHER PUBLIC ENTITIES: Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

TRANSITION ASSISTANCE: In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement Landscape Maintenance Agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

PUBLIC RECORD: Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

OPENING OF QUOTES: The Florida Public Records Act § 119.071 (1) (b), Florida Statues., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fl. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption I not waived by the public opening of quotes.
SPECIFICATIONS

1. LANDSCAPE MAINTENANCE

A. Scope of Work: The standards outlined in this document shall be adhered to upon start of the contract, regardless of condition prior to contract award. Work shall include, but will not be limited to:

1) Mowing
2) Debris Collection and Blowing
3) Edging all walkways, roadways, patios, courtyards, planters, parking lot and curbs
4) Trimming around natural and man-made objects, to include fencing and portables
5) Weeding planters, plant beds, parking lots, sidewalks, courtyards, playgrounds and physical education areas and other paved or non-paved surfaces
6) Remove vines or weeds growing on buildings or fencing, where applicable.
7) Pruning hedges, palmettos, shrubbery, low tree branches (10ft or less above the ground), and palm fronds

B. These services listed above (1-7) will be provided during and throughout the established cut schedule, on a routine basis, so that the appearance of facilities is maintained on a consistently high level. The contractor will be responsible for the normal pick-up and disposal of litter, such as paper, branches, debris and fallen palm fronds at the time of service. Payment will be directly connected to the completion of above (1-7) in the following manner:

1) Satisfactory Completion (as determined by DCPS) of Mowing (1) & Debris Collection and Blowing (2) will result in 75% of contracted amount for that site regardless of amount invoiced. Any work determined to be “Unsatisfactory” by DCPS in either of these categories (1 or 2) will result in non-payment of the 75% available payment for these services.
   NOTE: Example of Quality Control Form (Attachment B.)

2) Satisfactory Completion of Edging (3), Trimming (4), Weeding (5) & Pruning (6) will result in payment of 25% of the contracted amount for that site regardless of amount invoiced. Any work determined to be “Unsatisfactory” by DCPS in any of these categories (3-6) will result in non-payment of the 25% available payment for these services.
   NOTE: Example of Quality Control Form (Attachment B.)

NOTE: The intent is to receive 100% of contracted service and pay for 100% of contracted amount for each site. Contractor will have 72 hours to correct items that resulted in less pay than 100% and arrange inspection by DCPS contract manager, after 72 hours no payment will be made for those services on that particular service.

C. Work Schedule:

The contractor shall provide the following schedules either faxed or emailed to the DCPS Grounds and Field Maintenance Department (email address to be provided):

a. The contractor will provide a tentative monthly cut schedule to DCPS on the last Friday of the preceding month.

b. The contractor shall provide to DCPS Grounds and Field Maintenance Department, by close of business on the Friday of the week prior, a schedule of schools that will be serviced during the following week (in accordance with the time of year and prescribed service schedule) to include any schedule changes due to weather or other unforeseen events.
c. The contractor shall provide by the end of each day, a list of schools serviced that day.

d. For any work completed on the weekend, holiday or non-school day, the list shall be faxed or emailed by noon of the next regular work day. **NOTE:** If contractor chooses to service the school on the weekend, the contractor is responsible to return to the school the next day that the school is open to service all non-accessible areas and to have the DCPS Maintenance Service Ticket (Attachment C) validated by school personnel.

e. After the third consecutive reminder to the Contractor from DCPS for any of the schedules referenced above, the DCPS will deduct $100 from the contractor’s next invoice.

When conditions at any site are unfavorable for the completion of landscape maintenance on the scheduled day because of delays due to no fault of the contractor or due to acts of nature, the contractor may cease their attempt to complete work until conditions are favorable. This delay shall not nullify the contractor’s responsibility to perform within a reasonable time after conditions improve sufficiently to finish work. **This delay will also be communicated to DCPS as soon as the delay is discovered.**

Quality Assurance will be assessed by the District following service to facilities. It is the intent of DCPS Grounds and Field Maintenance Department Inspector to check facilities services within 72 hours following service and evaluate that service using a DCPS Lawn Maintenance Quality Control Inspection Form (Attachment B).

If the quality of service is less than what is expected as defined by these terms and conditions, a Quality Assurance Form will be completed and sent electronically to the contractor along with pictures of the areas that need to be addressed. Once the contractor addresses the deficiencies in the Quality Assurance form, they will submit pictures of the corrected deficiency.

Should contractors fall behind schedule for any reason, including rain, they will advise the school and Grounds and Field Maintenance Department, of the intended adjustment date prior to performing on the adjusted date.

The number of services required per month at each facility listed on the Bid Proposal Form. It should be noted that additional services per month may be requested and contractor will provide those services as requested at the price quoted on Bid Proposal Form.

D. **Work Areas:**

a. Mowing retention ponds to the waterline is a requirement in this contract and may require a combination of lawn mower and line trimming to accomplish.

b. Fenced-in areas, enclosed playground areas with fall protection (sand or mulch), and bicycle stands are to be serviced as part of this contract.

c. Some schools have interior courtyards and are to be serviced as a requirement in this contract. Servicing interior court yards are to be coordinated with the school for access.

d. Any other areas not accessible shall be brought to the attention of DCPS as soon as possible.

e. Additionally, ditches, swales and other irregular areas in the boundary area must be maintained as part of regular service.

f. **NOTE:** Schools and their associated PTA (and other volunteer groups) may occasionally add gardens, fences and other small structures that may create minor changes to service patterns. These minor changes will not change the service requirements for the schools. However, if larger projects or large amounts of fencing and/or other barriers are added after the contract is awarded, it is the responsibility of the contractor to request a meeting on site with the DCPS contract manager to negotiate appropriate changes to the service and payment.

g. Additionally, upon award of contract the contractor will have 90 days to bring serviceable areas up to acceptable levels. If conditions are too severe to be reasonably improved, it is the contractor’s responsibility to contact the DCPS contract manager.

h. Air conditioning (AC) cages are not to be serviced as part of this contract. Report to DCPS any AC cages that have growth within the cage.
i. Electrical cages are not to be serviced as part of this contract. Report to DCPS any electrical cages that have growth within the cage.

j. All gates are to be opened only when servicing an area of the school and they must be secured upon completion of the service in that area.

E. **Mowing:** Mower blade height shall be set in accordance with standard horticultural practices. DCPS facilities have varying types of turf including Argentine Bahia, Bermuda and St Augustine. Mowing height will be as follows:

<table>
<thead>
<tr>
<th>Turfgrass Species</th>
<th>Optimal Mowing Height (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bahiagrass</td>
<td>3.0 - 4.0</td>
</tr>
<tr>
<td>Bermudagrass</td>
<td>1.5</td>
</tr>
<tr>
<td>St. Augustinegrass</td>
<td>3.0 – 4.0</td>
</tr>
</tbody>
</table>

Clippings will not be left on the lawn as readily visible clumps after mowing. All mower blades must be sharpened and alignment adjusted on a regular basis so as to NOT damage grass blades or leave an uneven cut. All areas adjacent to where a mower turns, whether paved or landscaped, shall be left free from clippings immediately following mowing. The pattern or direction of each mowing shall be altered 90 degrees from the direction of the previous mowing, site permitting. Mowing pattern shall create straight lines when possible. A small trim mower shall be used to trim berms.

F. **Edging:** Edging of sidewalks shall NOT be accomplished by the use of liquid herbicide (e.g., Roundup). All walks and curbs on site shall be edged by using a gas-powered edger with a metal blade. Turf edging of shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line, every other mowing cycle. All perimeter sidewalks whether owned by the district, or other governmental entity shall be edged on both sides. Upon completion of the edging operations, **the turf edge shall be at least 3/8” and not more than 5/8” back from the edge of the pavement, with a minimum depth of 2”**. All debris shall be removed from the turf, curbing and pavement immediately following completion of this operation (Grass clippings and dirt must not be allowed to collect in the curb areas). Extreme caution and care will be adhered to while edging in parking lots as to not damage vehicles in the parking lot. If some debris land on cars, these cars will be blown off before leaving the school. **It is strongly recommended that upon signing in at the school, the contractor let the school staff know of their presence on campus and to give vehicle owners an opportunity to move their vehicles, if they so choose.**

G. **Trimming:** Trimming and/or vegetation control around natural and man-made objects shall be scheduled with each mowing. Line trimming shall be performed in a manner that cuts the grass blades at approximately the same height as the mower. Line trimmers and mowers shall not make contact with the bark of any landscape plants. **Fence lines and enclosures shall be kept clean of plant growth. Portable building structures and adjacent ramps shall also be kept clean of plant growth (debris is also to be removed from under the portable units during each scheduled site visit).**

Improper use of line trimmers resulting in damage or destruction to plants will not be acceptable practice. Plants damaged by line trimmers will be replaced at the contractor's expense with plants of equal size and value.

H. **Weeding:** All dedicated enclosed playground areas with fall protection (sand or mulch), shrub beds, tree rings, gravel and pavement on site shall be kept free from weeds. All exotic pest plants shall be removed/eliminated from site. Manual weeding shall be done in conjunction with chemical and mechanical weed control measures. **Weeds are to be manually or mechanically removed from shrubs, hedge, ground cover or flowerbeds at each visit.** Chemical weeding must be safe, effective and timely. It is highly recommended that the contractor be able to do chemical weeding. In the event that rain will affect the effectiveness of the chemicals, the contractor must manually weed.

I. **Pruning:** Pruning shall be accomplished in conjunction with each mowing, edging and trimming schedule. Pruning of hedges and shrubs shall be in accordance with good horticultural
practices. Tree branches that are lower than 10 feet from the ground as well as palm fronds and shrubs in the following areas shall also be pruned as required:

1. Bus Loops
2. Main entrances and the front of schools
3. All playgrounds
4. All Courtyards
5. All exterior picnic or break areas
6. All traffic area

All other non-traffic (foot or vehicle) shall be maintained at 10 feet from the ground. These areas include retention ponds, non-play areas, etc. If an area is questionable, the DCPS Contract Manager shall clarify and their decision will be final.

Generally, shrubbery around building perimeters shall be maintained at a height below window level and 18 inches away from the building and as required per fire and safety code.

J. Debris Collection and Blowing: Debris shall be defined as any vegetative material including all tree branches 5” in diameter or less. All debris generated by the contractor shall be removed from sites. School dumpster containers and other on-site trash disposal containers will not be used by the contractor to dispose of debris. State and local ordinances regarding disposal of landscape debris must be followed. Contractor shall be responsible for removing all limbs, palm fronds, and other ground debris including those on paved surfaces each time a maintenance service is performed. Trash shall be removed prior to mowing. Drain covers throughout the facility site shall be cleared of debris at each scheduled service. Prior to the completion of each service, walkways, roadways, and patios, courtyards shall be blown off.

2. HERBICIDES

Before applying herbicides, the contractor must first get approval from the school principal or other school administrator. Once approval is obtained, when applying herbicides, a band of control shall not exceed 6” on either side of fence lines and four inches adjacent to buildings, signs and other improvements. MSD Sheets must be provided to the Facilities Contracts Department office for any chemical used at any school site prior to use. The contractor shall comply with all requirements of local, county, state and federal laws regarding the use of pesticides and herbicides.

3. MULCHING AND FALL PROTECTION

Procurement and installation of mulch shall be upon the request of DCPS. Mulch for flower beds shall be red cypress mulch of commercial grade and layered 2 inches deep. Installation of the mulch will be provided on a quote on an as needed basis. Location of the mulch and sand installation will be provided as required by the District, when desired. All plant growth shall be removed from these areas prior to mulching.

4. TASK ORDER WORK

DCPS may request special services not mentioned herein. Examples of task order services below:

1. Property clearing
2. Fence line cleaning
3. Retention pond cleaning
4. Removal of hedges and shrubs (both dead and alive)
5. Removal of small trees and limbs less than 5” in diameter
6. Collect excessive debris following weather events
7. Ditch clearing
8. Installation or removal of mulch
9. Emergency tree trimming
10. Removal of debris cut by others (PTA, other contractors, etc)
For the procurement of task order work, the DCPS Contract Manager shall solicit pricing from the successful bidders in a separate informal quote. DCPS reserves the right to also solicit quotes for work from outside approved vendors as the needs of DCPS requires.

5. **SAFETY TO PERSONNEL AND PROPERTY**

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site. **Prior to commencement of work at a site, check in with the main office and sign in the “Maintenance Log” and inform the main office personnel of the approximate duration of work, equipment uses that might be an impact to the safety of children and/or vehicles that need to be moved that may be damaged otherwise.** This coordination with the main office shall be done in advance, in order to minimize any effect on safety, school activities. Upon completion of work, return to the main office and sign out in the “Maintenance Log”. If servicing a school on weekends, holidays or after normal DCPS working hours, notification shall be made to DCPS Security at 855-3319. It is the contractor’s responsibility to obtain the necessary sign off on the DCPS Lawn Maintenance Service Ticket the next DCPS business day.

6. **EQUIPMENT OPERATION**

All equipment operated on any school district site shall be equipped with guards and/or shields to minimize the possibility of injury to the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, fire drills, etc. Proper operation of equipment is the contractor's responsibility.

7. **TESTING AND FLORIDA COMPREHENSIVE ASSESSMENT TEST (FCAT)**

No service activity shall be conducted at the schools that may impact the school during prescribed testing date. **It is the Contractors responsibility to contact the schools and obtain the testing dates and adjust service accordingly.**

8. **SITE IMPROVEMENTS**

The District reserves the right to make site improvements upon its property which shall include but not be limited to sod, irrigation, landscape design, and construction projects. Such site changes that affect the contractor shall be remedied with **increases or decreases** in compensation to the contractor to the limits specified in this bid. The Supervisor, Facilities Contracts Department must approve requests for additional charges by contractors after review and determination of monetary impact of improvements on contractors. Approved payments will start when additional maintenance is commenced. The School District shall not be responsible for retroactive compensation beyond 30 days.

9. **ADDITIONAL CONTRACT REQUIREMENTS**

A. Each contractor is required to maintain an interval of not less than fifteen (15) days for months requiring two visits, and an interval of not less than 30 days between cuts in the months requiring one cut. Changes to this requirement shall be agreed upon in writing.

B. The contractor shall provide quality service and complete the entire scheduled worksite service and correct deficiencies identified by grounds inspectors. Payment will be made relating to satisfactory completion as outlined in Special Conditions Section 28.

C. The contractor will sign in upon arrival and sign-out on departure at the worksite (during regular school’s days or office hours) or notify Security during non-duty hours (evenings, weekends, holidays, etc.) prior to entry and departure. Schools with interior courtyards (i.e. Greenfield ES, Beaucler ES, etc.) and courtyards not accessible during the weekends shall be done during regular business hours after coordinating with the school.
D. All work must be continuous and commence on approved schedule or approved adjusted schedule. In order to assure expeditious inspection of completed service visit, the Facilities Contracts Department shall schedule inspections in accordance to the schedules provided by the contractor. The only acceptable changes in dates are those that are approved by the Supervisor, Facilities Contracts Department orally, to be confirmed in writing, to include changes caused by rain, hurricane, etc. Contractor shall notify the District’s Supervisor of Facilities Contracts Department immediately upon need to reschedule for any reason.

In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this ITB (and if none is stated, then ten (10) days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law.

Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion and without any obligation whatsoever to make the following election:

A. If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District’s notice notwithstanding Contractor’s continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District’s notice.

B. Until the earlier of either:
   (1) the deficiencies are cured, or
   (2) this agreed upon extended cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.
Aerial Photo (AP) for each school will be provided in a separate document, Group A. THESE APs MAY NOT BE TO SCALE, and are meant only to give a general indication of property lines and areas of responsibility, (the area indicated in BOLD YELLOW on AP is to be maintained by contractor). Acreage is estimated. Exact configuration of school may vary (particularly portable classroom location) from that presented. Additionally, some schools may contain interior courtyards that are not evident in the APs. Maintenance of courtyards is the responsibility of the contractor.

Each school shall be Serviced on the following schedule (to be more specific as weekly schedules are submitted):

<table>
<thead>
<tr>
<th>Month</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>0 Services</td>
</tr>
<tr>
<td>Feb</td>
<td>1 Service</td>
</tr>
<tr>
<td>Mar</td>
<td>1 Service</td>
</tr>
<tr>
<td>Apr</td>
<td>2 Services</td>
</tr>
<tr>
<td>May</td>
<td>2 Services</td>
</tr>
<tr>
<td>Jun</td>
<td>2 Services</td>
</tr>
<tr>
<td>Jul</td>
<td>2 Services</td>
</tr>
<tr>
<td>Aug</td>
<td>2 Services</td>
</tr>
<tr>
<td>Sep</td>
<td>2 Services</td>
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<tr>
<td>Oct</td>
<td>2 Services</td>
</tr>
<tr>
<td>Nov</td>
<td>1 Service</td>
</tr>
<tr>
<td>Dec</td>
<td>1 Service</td>
</tr>
</tbody>
</table>

Price quoted shall include all labor, material, and equipment necessary to cover all areas. Additional Services may be requested at the Same Per Service Price Quoted Below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Est Qty Visit/cut</th>
<th>School</th>
<th>Address</th>
<th>Phone</th>
<th>Estimated Acres</th>
<th>Cost per Cut</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18</td>
<td>Atlantic Bch</td>
<td>298 Sherry Dr., AB 32233</td>
<td>247-5924</td>
<td>7.5</td>
<td>$__________ Per Each</td>
<td>$__________ Extended Total</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td>Bartram Springs</td>
<td>14799 Bartram Sprgs Pkwy 32258</td>
<td>260-5860</td>
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# Bid Proposal Form - GROUP A

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## Bid Proposal Form - GROUP A

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**GROUP A - TOTAL ITEMS 1- THRU 20**

$___________

Total
Bid Proposal Form

GROUP B

Aerial Photo (AP) for each school will be provided in a separate document, **Group B**. THESE APs MAY NOT BE TO SCALE, and are meant only to give a general indication of property lines and areas of responsibility, (the area indicated in BOLD YELLOW on AP is to be maintained by contractor). Acreage is estimated. Exact configuration of school may vary (particularly portable classroom location) from that presented. Additionally, some schools may contain interior courtyards that are not evident in the APs. Maintenance of courtyards is the responsibility of the contractor.

Each school shall be Serviced on the following schedule (to be more specific as weekly schedules are submitted):

- Jan – 0 Services
- Feb – 1 Service
- Mar – 1 Service
- Apr – 2 Services
- May – 2 Services
- Jun – 2 Services
- Jul – 2 Services
- Aug – 2 Services
- Sep – 2 Services
- Oct – 2 Services
- Nov – 1 Service
- Dec – 1 Service

Price quoted shall include all labor, material, and equipment necessary to cover all areas. Additional Services may be requested at the Same Per Service Price Quoted Below.

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## Bid Proposal Form - GROUP B

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**GROUP B - TOTAL ITEMS 1- THRU 23**

$__________

Total
ATTACHMENT A

Aerial Photos – Group A, Group B

Aerial Photo Key

Bold Yellow Line – Indicates Area to be Serviced under this ITB and may or may not also be property line.

Bold Red Lines – Indicates DCPS Property boundaries, not shown on all APs. Contractor to service area inside Bold Yellow Lines if Red and Yellow are shown.

NOTE: There may be other minor lines of various colors on these APs. HOWEVER the bold yellow lines indicate area to be serviced under this ITB.

Note: “Aerial Photos” are provided for Groups A & B (as notated) on following Attachment A pages.
ATLANTIC BEACH ELEMENTARY #65

RE# 170485-0000

BUILT 1940   9.74 ACRES

7.5 ACRES SERVICEABLE
BARTRAM SPRINGS NO. 161
RE# 168143-3055
YEAR BUILT 2009  19.98 AC
13.85 AC SERVICEABLE
BEAUCLERC ES NO 230
BUILT 1968
12.50 ACRES
CROWN POINT ES NO 245

BUILT 1981  17 ACRES

17 acres Serviceable
DOUGLAS ANDERSON SCHOOL OF THE ARTS 107
BUILT 1922
12 ACRES
GREENFIELD ES NO 222
BUILT 1963
8.32 ACRES
6.5 acres Serviceable
Attachment A - Group A

JOSEPH FINEGAN ES 247
RE # 168330-0010
BUILT 1969   13.57 ACRES
11.82 AC SERVICEABLE
GREENLAND PINES ES NO 249
BUILT 1991
19.6 ACRES
JACKSONVILLE BEACH ES 144
RE# 177331-0000
BUILT 1940  8.00 ACRES
6.37 ACRES SERVICEABLE
KINGS TRAIL ES #203

BUILT 1958

12.50 ACRES

6.3 acres Serviceable
MARINE SCIENCE CENTER #32
RE# 169103-0000
BUILT 1927  1.5 ACRES
1.32 ACRES SERVICEABLE
PINE FOREST NO. 159
BUILT 1960  11.67 AC
7.7 acres Serviceable
ENGLEWOOD ES 87 - BUILT 1955

10.13 ACRES ALLOCATED (shared site with Englewood HS)

10.5 acres Serviceable
HENDRICKS AVENUE #71

BUILT 1942

24 ACRES
#30 LORETTO
RE #158917-0000
BUILT 1931   27.29 ACRES
13,25 AC Serviceable
MANDARIN OAKS ES NO 258

BUILT 1988

20.00 ACRES

(Shared site with Mandarin Middle No 259 (Cut by DCPS))
NEPTUNE BEACH ES NO 246
RE# 177457-0010
BUILT 1981 15.00 ACRES
11.87 ACRES SERVICEABLE
SAN JOSE ES 83

BUILT1952

33.00 ACRES ALLOCATED

(7 ACRES MAINTENANCE II)

15 acres Serviceable
SEABREEZE ELEMENTARY #225
RE# 179443-0000
BUILT 1962 12 ACRES
8.75 AC SERVICEABLE
SPRING PARK #72
BUILT 1942
13.8 ACRES
12.5 Serviceable Area
ABESS PARK ES NO 263
RE# 165265-1000
BUILT 1997  20.00 ACRES
14.20 AC SERVICEABLE
ALIMACANI ELEMENTARY #257

BUILT 1989

20 ACRES
ARLINGTON ELEMENTARY #46
RE# 143423-0000
BUILT 1922  6.85 ACRES
5.85 SERVICEABLE
ARLINGTON HEIGHTS ES NO 240
RE# 141481-0000
BUILT 1965 8.40 ACRES
6.93 ACRES SERVICEABLE
BROOKVIEW ELEMENTARY #206

BUILT 1962  14.57 ACRES

7.44 acres Serviceable
CHETS CREEK ES #264

BUILT 1997  18.00 AC

16.9 acres Serviceable
DON BREWER ES NO 217
RE# 112901-0000
BUILT 2003  15.37 ACRES
ACRES SERVICEABLE 13.13
JUSTINA ES NO 215
RE# 113219-0000
BUILT 1961  10.4 ACRES
8.4 ACRES SERVICEABLE
HOGAN SPRING GLEN ELEMENTARY #3064

BUILT 1940/20 ACRES

8.3 Serviceable
HOLIDAY HILL ES 209
BUILT 1958 16.79 ACRES

12.29 acres Serviceable
J. ALLEN AXSON MONTESSOURRI ES 141
BUILT 2004
24.55 ACRES
14.2 acres Serviceable
JOHN LOVE #73
RE# 116036-0000
BUILT 1951 4.14 ACRES
3.00 ACRES SERVICEABLE
LAKE LUCINA ES 85
RE# 113200-0000
BUILT 1954  16.02 ACRES

7.52 ACRES SERVICEABLE
LOVE GROVE ES 82
BUILT 1951
13.54 ACRES
LA VILLA SCHOOL OF THE ARTS MIDDLE NO 267

RE# 075261-0000

BUILT 2000  12.67 ACRES

10.17 ACRES SERVICEABLE
LONE STAR ES NO 233
RE# 162847-0010
BUILT 1967  13.43 ACRES
8.8 AC SERVICEABLE
MERRILL ROAD ES NO 228
RE# 112903-0000
BUILT 1963 10.49 ACRES
7.9 ACRES SERVICEABLE
R.V. DANIELS ES 162
RE# 046243-0000
BUILT 1965 3.09 ACRES
1.80 ACRES SERVICEABLE
SABAL PALM NO 239
RE# 162112-0050
BUILT 1989 24.03 ACRES
17.00 AC SERVICEABLE
SOUTHSIDE ESTATES ES 76

BUILT 1948

36.3 ACRES

11.0 Acres Serviceable
SUSIE TOLBERT ES 128
RE# 046672-0000
BUILT 1951  11.92 ACRES
9.90 ACRES SERVICEABLE
WOODLAND ACRES ES 89

BUILT 1956  13 ACRES

13 acres Serviceable
**Attachment B**

**DCPS Lawn Maintenance Quality Control Inspection Form**

<table>
<thead>
<tr>
<th>QA Date</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>QA Evaluator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Name and Number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date contractor last signed-in:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Service Performance Rating

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Rating</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowing (1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: trash removed; grass cut to proper height; no visible grass clumps; retention pond area cut)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debris Cleanup and Blow-down (2)</td>
<td></td>
<td>Unsatisfactory will result in 75% payment deduction</td>
</tr>
<tr>
<td>(Components: storm drains free of debris, debris removed from site; walkways, roadways, patios and courtyards blown off)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Edging (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: walks and curbs edged; beds and tree rings edged and debris removed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trimming (4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: trim around fences, portables, other obstacles; plant growth removed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weeding (5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: weeds removed from beds, tree rings, gravel, and pavement)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pruning (6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Components: hedges and shrubs pruned; tree limbs below 10ft/8ft pruned, signage visible)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Recommendations

The above items need your attention at your next service. Pictures attached on photo tab below.

### Service Performance Corrections

Corrective Action Required:  
- Yes [ ]  
- No [ ]

| 72 Hour Notice Time Start: |       |
| 72 Hour Notice Time End:   |       |

Contractor Response Date: ____________________________

DCPS Corrective Action QA  
- Satisfactory [ ]  
- Unsatisfactory [ ]

QA Evaluator #2

Areas receiving a grade of “US” will be addressed within 72 hours following notification from DCPS to the vendor. Payment may be withheld in accordance with the Payment Section of this bid (See respective contract.)
DCPS Lawn Maintenance Service Ticket

Date of Service: ____________    Date of Inspection: _______________
Printed Name and Title ________________
Signature of Principal (or Representative): ________________
NOTES (List any upcoming testing or events here): ________________________________

Principals and administrators: Your signature only indicates that the contractor was on site and performed lawn service. If you are not satisfied with your service, do not sign this ticket and call Contract Services 858-6310

+_________________________________+