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ATTACHMENT A - STATEMENT OF WORK

INVITATION TO BID FOR LAWN CARE SERVICES

ITB NO.: DMS-14/15-040

THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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SECTION 1. STATEMENT OF WORK

The Contractor will provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain the landscape in an attractive and healthy condition throughout the Contract period. The Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The Contractor hereby warrants that all services will be performed in a timely and first-class workmanlike manner. The Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. The Contractor shall provide the basic services identified in Section 2, Contractor Deliverables, within the boundaries of each facility.

SECTION 2. CONTRACTOR DELIVERABLES (BASIC SERVICES)

2.1. Service Times

All services, unless otherwise coordinated and approved by the Facility Manager and/or designee, shall be provided by the Contractor between the hours of 7:00 a.m. and 7:00 p.m. local time, Monday through Friday, excluding State holidays (section 110.117, Florida Statutes).

2.2. General Facility Site Procedures

For each visit to a facility to perform work under this Contract, the entire Contractor's staff shall:

- 2.2.1.** Check in and out with the Facility Manager or designee at each visit.
- 2.2.2.** Protect existing facilities from damage by workmen, and shall repair or replace, at the Contractor's expense, any damage to the property caused by its employees or suppliers.
- 2.2.3.** Keep premises free from accumulation of waste materials or rubbish caused by operations, and from leaks and spillage from equipment. Upon completion of the work, all waste materials and rubbish will be removed.
- 2.2.4.** The Contractor shall provide the following lawn care services within the boundaries of each facility that include, but are not limited to:
 - 2.2.4.1.** Mowing, edging, fertilizing, watering and cleanup.
 - 2.2.4.2.** Pruning, fertilizing, watering and cleanup of shrubs, trees and other plantings.
 - 2.2.4.3.** Pruning, trimming, fertilizing, watering and cleanup of courtyards.
 - 2.2.4.4.** Open field mowing.
 - 2.2.4.5.** Irrigation system maintenance.
 - 2.2.4.6.** Retention Basin Maintenance.

2.3. Cost Minimization Proposals

The Contractor will submit written proposals for any cost minimization activities (i.e., value additives or thoughts on cost saving opportunities) to the Facility Manager or designee, for review utilizing ATTACHMENT I – MONTHLY SUMMARY REPORT. Acceptable proposals shall be upon written mutual agreement of both Parties through a Contract amendment.

2.4. Lawn Care Services Standards

2.4.1. Lawn

- 2.4.1.1.** Lawns shall be mowed at the appropriate height (suggested to be three to four inches above root) to keep a neat appearance. Considering topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- 2.4.1.2.** Excessive clippings are to be collected and removed from the job site at the end of each mowing. Clippings and debris on non-lawn areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.
- 2.4.1.3.** Permanent fixtures in the lawn areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- 2.4.1.4.** Maintain a soil PH between 6.0 and 7.0 by the application of lime or sulfur. Soil samples are to be taken at the start of the Contract and annually thereafter. If the soil PH is not between 6.0 and 7.0 in the first sample, the contractor will provide the agency a price to bring the soil up to the required PH. The Department reserves the right to purchase this service from a third party.
- 2.4.1.5.** Apply pre-emergent weed control in spring and fall.
- 2.4.1.6.** Edging and trimming along walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.
- 2.4.1.7.** Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- 2.4.1.8.** Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the Facility Manager to achieve a solution.

- 2.4.1.9.** During routine maintenance visits, the Contractor is responsible for removing trash and debris from the property.
- 2.4.1.10.** Well-balanced fertilizer shall be applied three times per year to maintain a healthy green color and will be based on an agreed upon fertilizing program. All lawn areas shall be treated with broadleaf weed control, or other applicable pesticide, as agreed upon in the weed/lawn control maintenance program. The Contractor is to provide pricing and other options for GREEN Technology.

2.5. Shrubs, Trees and Other Plantings

- 2.5.1.** All plant and tree material is to be pruned in a manner to provide a neat natural appearance, promote bloom, and meet accepted horticultural practices. Limbs that obstruct buildings, walkways, signs, windows, ventilation units or vehicular traffic shall be removed. All shearing and selective pruning techniques are left to the discretion of the Contractor; however, prior approval of technique to be used and areas affected must be obtained from the Facility Manager.
- 2.5.2.** Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.
- 2.5.3.** Occasionally a tree may need to be staked/re-staked to correct a leaning problem. Tree ties shall be monitored closely and loosened, as necessary, to prevent girdling. Stakes shall be removed as soon as roots are established sufficiently to anchor plants.
- 2.5.4.** Weeds must be eradicated and removed to present a neat, well maintained appearance at all times. Weeds that cannot be removed by hand should be treated with post-emergence herbicides. Dead or damaged portions of plants shall be removed to maintain an attractive appearance and promote healthy plant growth.
- 2.5.5.** All plant material will be fertilized with a balanced fertilizer and supplemented throughout the year to maintain vigorous healthy plant material.
- 2.5.6.** Mulch in planting beds must be maintained at a minimum depth of three inches during all seasons of the year. The Facility Manager must approve the type of mulch (see Section 2.1.15.4).
- 2.5.7.** Shrub beds and tree wells are to be mulched a minimum of twice a year. The Contractor shall avoid excessive application of mulch around and on top of plants and shrubs.
- 2.5.8.** Trees, shrubs, grasses and other plants shall show no sign of excess dryness or excessive watering.

- 2.5.9.** Groundcover shall be kept trimmed within curbs and along walkways. Groundcover shall not be allowed to grow into or through shrubs or other plantings.
- 2.5.10.** The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are over 12 feet in height, appropriate recommendations for treatment shall be submitted to the Facility Manager. If plants affected are less than 12 feet in height, spot treatments are the responsibility of the Contractor.
- 2.5.11.** Tree branches must be thinned and elevated as needed. This applies to tree branches/limbs and palm fronds within 15 feet or less of the ground.
- 2.5.12.** Plant material shall be inspected (and treated if needed) at each service to detect potential infestations of insects and/or disease. A preventative spray program is to be implemented by the Contractor to provide protection against potential infestations. Legally approved chemicals are to be used to treat the problem. Due care will be taken at all times when applying pesticides and must be performed by or under the direct supervision of a licensed applicator. Upon award, the Contractor will provide a preventative spray program in writing for all lawn, weed, shrub, tree, and bed maintenance to be reviewed and approved by the Department within 30 days of Contract execution.
- 2.5.13.** Deep but selective pruning and hard cutbacks will be performed on plant material during winter months (if applicable to the climate) for corrective and restorative purposes. The Facility Manager shall be informed before any drastic cutbacks are performed.
- 2.5.14.** The Contractor will assist with implementing and maintaining Xeriscape Landscaping where possible to support water conservation measures.
- 2.5.15.** Color displays shall provide fullness and impact and shall look fresh at all times. Plant selected must be compatible with the climate for which they are installed. Overall design must be in harmony and scale with the existing landscape and planting area.
- 2.5.16.** All new plants shall be installed at the appropriate depth and on-center spacing. New planting shall be watered in. All nursery tags shall be removed from planting material.
- 2.5.17.** The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. The Contractor is responsible for insuring that all local codes, ordinances and other applicable regulations are followed.

2.6. Paved Areas

- 2.6.1.** Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.
- 2.6.2.** Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- 2.6.3.** Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the Facility Manager to achieve a solution.
- 2.6.4.** Sidewalks, gutters, roadways and other surfaces surrounding the facilities shall be free of leaves and other debris.
- 2.6.5.** All paved surfaces will be maintained free of unnatural foreign material at all times. Natural debris will be removed. Ground cover plant material that infringes on paved surfaces will be trimmed (edged) in conjunction with landscape maintenance.
- 2.6.6.** Mowers and other motorized equipment will be operated in a manner as to avoid leaving tire marks on sidewalks.
- 2.6.7.** The Contractor will be responsible for cleaning up spills or excessive drainage of fluids from equipment onto paved areas.

2.7. Irrigation System Maintenance Standards

- 2.7.1.** All irrigation equipment will be the responsibility of the Department with the exception of routine maintenance of the sprinkler heads and spray coverage that is stated in this subsection (2.7).
- 2.7.2.** The Contractor shall satisfy and maintain all State and local irrigation contractor licensing requirements during the term of the Contract.
- 2.7.3.** The Contractor shall provide expertise and all labor to water all areas as required. The Contractor shall inspect, test, and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set to maintain first class conditions, using the least amount of water necessary throughout the year. The system will be surveyed and adjustments made to the system and time clocks as needed to maintain efficient and effective operation. The Contractor is to provide a written monthly log with recorded meter readings at the end of each month.
- 2.7.4.** Irrigation system will be maintained by the Contractor through head to head checks, balancing and adjustment. Maintenance must include synchronization of

controllers, water quality control equipment, sprinkler heads and individual station adjustments on controllers. The Contractor may not combine zone controllers or use doublers in repairs to the system.

- 2.7.5.** Ground level heads and valve boxes should remain flush with finished grade. Adjust for settlement and other grade changes as necessary. The Contractor will replace, at the Contractor's expense, any valve boxes damaged or destroyed while performing routine service.
- 2.7.6.** Tops of spray nozzles on shrub risers should remain at four inches above the tops of adjacent plant material when fully extended.
- 2.7.7.** Spray pattern of each sprinkler head to be maintained for proper water distribution and to minimize overflow of water onto sidewalks, driveways, roads and facilities.
- 2.7.8.** The Contractor must maintain seals to prevent weeping of water from system while operating.
- 2.7.9.** The sprinkler system shall be checked immediately after each mowing for any damages, which shall be repaired by the Contractor at the Contractor's expense. Repairs should be made with parts that are the same or equal to original parts.
- 2.7.10.** The system shall be fully evaluated at the time the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the Facility Manager. The cost of this initial evaluation shall be the responsibility of the Contractor. Any necessary repairs shall be at the Department's expense, if approved.
- 2.7.11.** The Contractor shall immediately repair all leaks at the Contractor's expense. The Contractor shall provide a damage report of all findings to the Facility Manager after each mowing service.
- 2.7.12.** The Contract will include a system start-up and winterization, if applicable.

2.8. Retention Basin Standard

The Contractor will maintain retention basins per requirements of each facility. Where applicable, the Contractor should include the cost of maintaining any retention basin areas in the basic services annual rate. Frequency shall be determined by the Facility Manager and shall, at a minimum, meet local code enforcement guidelines and /or ordinances.

2.9. Facility Boundaries Standard

Where applicable, the Contractor shall include details on trimming along facility boundaries such as fences, walls, etc. This shall be accomplished based upon local code enforcement guidelines and/or ordinances and uniformity of appearance. Where

applicable, the Contractor should include the cost of trimming any fenced or wall areas in the basic services annual rate. Frequency shall be determined by the Facility Manager and shall, at a minimum, meet local code enforcement guidelines and /or ordinances.

2.10. Publications

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

2.10.1. IFAS publication number SP 135, "Your Florida Landscape: A Complete Guide to Planting and Maintenance."

2.10.2. IFAS publication number SP 45, "Florida Lawn Handbook."

2.11. Manufacturer Requirements

The Contractor will provide fertilizer and chemicals manufactured by a firm with a minimum of five years successful experience in manufacturing the type of products used.

2.12. Pest Control and Herbicide Application Requirements

All application of pest control or herbicide products must be performed by, or under the direct supervision of, a licensed applicator. After each application, signage must be posted in accordance with applicable laws or ordinances.

2.13. Warranty

The Contractor warrants that all applications of fertilizer or chemicals will accomplish the intended results and that any damage to any existing landscaping caused by application, will be replaced with new landscaping equal to the original, at no cost to the Department.

2.14. Delivery, Storage and Handling

2.14.1. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

2.14.2. Store and protect materials from harmful weather conditions and at temperature conditions recommended by material manufacturer. No products will be stored at any facility.

2.15. Products

2.15.1. Fertilizer preference shall be 6-6-6 100 percent organic and/or 16-4-8 analyses with eight percent slow release nitrogen and two-three percent iron. Application rate will be six pounds per 1,000 square feet. Follow industry standards for application type and frequency based on geographic location.

2.15.2. Iron shall be a solution of two ounces ferrous sulfate in three-five gallons water per 1,000 square feet.

2.15.3. All herbicides, fungicides and insecticides will be as specified in “Your Florida Landscape: A Complete Guide to Planting and Maintenance” or “The Florida Lawn Handbook.”

2.15.4. Mulch must be Red Mulch, Cypress Mulch, Rubber Mulch or Pine Straw as determined by the site location and Facility Manager.

2.16. Schedule of Services to Be Provided

2.16.1. Weekly

2.16.1.1. All grassy areas will be mowed a minimum of once weekly during the period of April through November.

2.16.1.2. Edging of all driveways, sidewalks, street curbs and flower beds during the period of April through November. All edging shall be done by mechanical means.

2.16.1.3. All grounds to be policed and cleaned of accumulated trash and debris prior to any other services being provided. This should be accomplished each time services are scheduled and performed.

2.16.1.4. Clean parking areas, walkways and drive lanes of all debris generated from each service.

2.16.2. Bi-Weekly (every two weeks / twice per month)

2.16.2.1. All grassy areas will be mowed a minimum of once bi-weekly during the period of December through March.

2.16.2.2. Edging of all driveways, sidewalks, street curbs and flower beds during the period of December through March. All edging shall be done by mechanical means.

2.16.2.3. Clean parking areas, walkways and drive lanes of all debris generated from each service.

2.16.3. Monthly

2.16.3.1. All bushes, hedges, flowerbeds and ornamental vines will be trimmed and/or shaped at least monthly. Certain areas may require trimming more often for aesthetic reasons. Additional trimming will be at the discretion of the Facility Manager.

2.16.3.2. Clean parking areas, walkways and drive lanes of all debris generated from each service.

- 2.16.3.3.** Open fields and/or other areas designated as part of the site are to be mowed on a monthly basis. Areas of this nature will be identified during the required site visit.

2.16.4. Semi-Annual

- 2.16.4.1.** New mulch will be put down in the months of March and September. (Three inch depth to be maintained throughout the year).
- 2.16.4.2.** All grass, trees, plants and shrubs are to be fertilized according to industry standards applicable to geographic locations, plant material and grass type. Minimum application will take place no less than twice a year.
- 2.16.4.3.** Clean parking areas, walkways and drive lanes of all debris generated from each service.

2.16.5. Annual

Lawns are to receive an application of iron annually or as needed, which will be determined by the soil samples. Application shall be done in such a manner as to avoid iron deposits on sidewalks.

2.17. Weed, Pest and Disease Control

- 2.17.1.** Weed control is to be by whatever method necessary, including manual extraction. The Integrated Pest Management (IPM) Program shall be utilized to minimize the use of pesticides. The Contractor must develop and follow a pest control program, applying the concepts of IPM to minimize the use of pesticides. Proper culture, pest monitoring, sanitation and timing are all part of the IPM program. Pest control shall be accomplished primarily by granular application except for spot spraying of insecticide.
- 2.17.2.** The Integrated Disease Management (IDM) Program shall be utilized in conjunction with the IPM. The Contractor must develop and follow a pest control program, applying the concepts of IDM for all exterior trees, plants, shrubs and lawns. This program must be preventative as well as remedial. Upon Contract execution, the Contractor will provide a written preventative spray program for all lawn weed, shrubbery, tree and bed maintenance to be reviewed and approved by the Department.
- 2.17.3.** For any applications of fertilizer and/or pesticides and herbicides, the Contractor or subcontractor must have and maintain a pest control or herbicide applicator license.
- 2.17.4.** Once product submittals have been submitted and approved by the Facility Manager and the Contractor commences work, the Contractor must not change the approved products at any time during the term of this Contract without prior written approval from the Facility Manager.

2.18. Contractor Staff Requirements

2.18.1. The Contractor's staff shall, at a minimum, wear a company shirt provided by the Contractor, and an identification badge that includes the employee's full name, photograph (portrait) and company name.

2.18.2. Within 10 days after Contract execution, the Contractor shall identify its team members who will be performing services at the Department's facilities. Each team member will be required to have an FDLE background screening check prior to performing work at any state facility, and then annually thereafter. (See Section 18, ATTACHMENT B – CONTRACT, for details).

2.19. Reporting Requirements

The Contractor shall inspect all grass areas, plants and trees for signs of disease, infestation, yellowing of leaves or insect-ridden conditions each service and treat as needed. The results of these inspections and treatments will be reported to the Facility Manager during each visit and recorded on ATTACHMENT I – MONTHLY SUMMARY REPORT.

2.20. Monthly Summary Report

ATTACHMENT I – MONTHLY SUMMARY REPORT, will be submitted to the Department by the Contractor on a monthly basis, as a means to verify the performance of services in order to establish a proportional deduction in payment, if services are not performed as required by the Contract. Payment shall be made pursuant to Chapter 215, Florida Statutes. Although the Contract price was bid as a yearly Contract amount, it is the express intent of the Parties that the Contract be paid monthly and that the value of each monthly invoice is for one-twelfth of the annual Contract amount. The monthly payments are directly related to the work performed each month and submitted in the Contractor's monthly invoice, with supporting documentation including required reports. The Contract Manager shall review, approve and submit said invoice for payment. The Contract Manager shall work with the Contractor to clarify any discrepancies that may exist prior to payment. Under no circumstances will the annual total of the monthly invoices exceed the yearly Contract amount.

SECTION 3. PERFORMANCE STANDARDS AND GUARANTEES

See ATTACHMENT H - PERFORMANCE STANDARDS AND GUARANTEES.

SECTION 4. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE

4.1 Withholding Payment

In addition to the specific consequences explained in this Statement of Work, the State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

4.2 Specific Consequences

See ATTACHMENT H - PERFORMANCE STANDARDS AND GUARANTEES.

SECTION 5. SUBCONTRACTORS

Subcontracting for fertilization, pesticide application and irrigation services only. The Contractor shall use only those subcontractors as identified on FORM 7 - SUBCONTRACTING, of the Contractor's response to the solicitation. Should the Contractor need to subcontract any services to a subcontractor not identified in the Contractor's Response to the solicitation, the Contractor shall submit a written request (see Section 3.9 Subcontracting of the solicitation) to the Department's Contract Manager identified in Section 5.2 of the Contract.

SECTION 6. ADDITIONS / DELETIONS

During the term of the Contract, the Department shall have the right to add and/or delete facilities covered by this Contract as it deems appropriate with advance written notice to the Contractor. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. The addition and/or deletion of other facilities shall be upon written mutual agreement of both Parties through a Contract amendment.