

State of Florida
Department of Transportation
Central Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO CASSANDRA ANDERSON at cassandra.anderson@dot.state.fl.us

Bid Number: DOT-ITB-20-9116-CA

Title: Lawn Care and Landscaping Services - Tallahassee, Florida

Bid Due Date & Time (On or Before): June 22, 2020 @ 10:00 AM Local Time

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to Cassandra Anderson of the Florida Department of Transportation Procurement Office at cassandra.anderson@dot.state.fl.us

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this bid number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone :

Cassandra Anderson
cassandra.anderson@dot.state.fl.us
(850) 414-4479

EXHIBIT "C" - BID SHEET

BID NUMBER: DOT-ITB-20-9116-CA

BID TITLE: Lawn Care and Landscaping Services - Tallahassee, Florida

Services to be provided as specified in attached Exhibit "A", Scope of Services.

The vendor shall provide all tools, equipment, supplies, labor, services permits, licenses, and insurance necessary for the performance of Lawn Care Services specified herein for the Haydon Burns Building, adjacent auditorium and two parking lots (one located across Suwannee Street and the other across Gaines Street located at 605 Suwannee Street, Credit Union located at 640 E. Gaines Street, and the Department's Springhill Road Research Facility located at 2612 Springhill Road.

MONDAY – FRIDAY SERVICES

Five (5) Year Contract Monthly Rate \$ _____ /per month x 60 months = \$ _____
Contract Term Price

NOTE: The Contract Monthly rate must be stated specifically in dollars and cents, NOT percentage.

EVALUATION/AWARD: When the bid prices are evaluated, the total contract term will be considered.

RENEWAL: see Special Condition 31).

THE UNIT RATE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: _____ FEID# _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the 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) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
03/17

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: **BID SHEET (Invitation to Bid - ITB)
PRICE PROPOSAL (Request for Proposal - RFP)
REPLY (Invitation to Negotiate - ITN)**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____
(name)
_____ (hereinafter called Vendor) of _____
(address)

_____ and
_____ (hereinafter called Surety) of
(name)

(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____, for contractual services agreement in connection with _____

_____ in _____ County(ies), particularly known as _____

(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this _____ day of _____.

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent
(Surety Seal)

Name/Telephone #: _____
Address: _____

Vendor
BY: _____
Authorized Signature(s)
TITLE: _____
ATTEST: _____
Secretary/Notary

BY: _____
Signature

Note: Attach Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

**State of Florida
Department of Transportation**



INVITATION TO BID

**LAWN CARE AND LANDSCAPING SERVICES –
TALLAHASSEE, FLORIDA**

DOT-ITB-20-9116-CA

CONTACT FOR QUESTIONS:

Cassandra Anderson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
cassandra.anderson@dot.state.fl.us
Phone: (850) 414-4479

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide Lawn Care and Landscaping Services for the FDOT in Tallahassee, Florida. It is anticipated that the term of the contract will begin upon the date of execution and be effective for 60 months thereafter.

For the purpose of this document, the term "bidder" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor".

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
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MANDATORY PRE-BID CONFERENCE/SITE VISIT Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/870078893	06/10/2020	10:00 AM
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You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)
United States: +1 (872) 240-3311
- One-touch: [tel:+18722403311,,870078893#](tel:+18722403311,870078893)
Access Code: 870-078-893
Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 870 078 893
Or dial directly: [870078893@67.217.95.2](tel:870078893@67.217.95.2) or 67.217.95.2##870078893

All Vendors must sign on before the start time of the conference. No bids will be accepted from any vendor(s) that shows up late for the Mandatory Pre-Bid Conference/Site Visit.

DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	06/16/2020	05:00 PM
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BIDS DUE (ON OR BEFORE) - Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	06/22/2020	10:00 AM
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PUBLIC OPENING - (Meeting will be held via Teleconference) Florida Department of Transportation	06/22/2020	10:00 AM
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Central Procurement Office
Attn: Cassandra Anderson, Procurement Agent
Teleconference Number: +1 (571) 317-3122
Access Code: 150-661-605

POSTING OF INTENDED DECISION/AWARD -

06/22/2020

3) BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public, however, due to COVID-19 (Coronavirus), these meetings will be held via teleconferencing, and will be conducted according to the following agenda:

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.
Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.

Bids opened – At conclusion of public input or 15 minutes, whichever occurs first, bids received timely will be opened with bidder's name and prices to be read aloud.

Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch

concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

FDOT Procurement Office

Attn: Cassandra Anderson

605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450

or cassandra.anderson@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4479.

4) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Bid Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of

Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) **SCOPE OF SERVICES**

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) **INTENDED AWARD**

The Department intends to award this contract to the responsive and responsible bidder that submits the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) **MANDATORY PRE-BID CONFERENCE/SITE VISIT**

A MANDATORY pre-bid conference will be held at the date, time and location in the Timeline. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential bidders regarding the scope of services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting Addenda to the ITB will be the sole prerogative of the Department.

Each bidder must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this bid. This will require an on-site visit. Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the contract.

Attendance at this pre-bid conference/site visit is MANDATORY. Failure by a bidder to attend or be represented at this pre-bid conference will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered.

9) **QUALIFICATIONS**

9.1 **GENERAL**

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of five (5) years.

9.1.2 Be licensed by the State of Florida – Department of Agriculture (per Statute 482) to apply herbicides as stated in Exhibit "A" Scope of Services. The contractor for this contract may use the services of a licensed sub-contractor. Proof of license for contractor and/or sub-contractor, to engage in the business of pest control, shall be provided and submitted with the bid response. Failure to provide proof of license, may result in rejection of the bid response.

9.2 **BIDDER QUALIFICATIONS**

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.1, above. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

9.3 **AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA**

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criterion must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Attn: Cassandra Anderson, 605 Suwannee Street, Mail Station 20, Tallahassee, Florida 32399-0450** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000.00 minimum per person and \$300,000.00 minimum each occurrence, and property damage insurance of at least \$200,000 minimum each occurrence, for the services to be rendered in accordance with this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

For the satisfactory performance of these services the Vendor shall be paid up to a Maximum Amount to be determined by the Department. The Vendor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made at the unit rates specified on the Purchase Order, as approved by the Department.

14) CONTRACT DOCUMENT

PURCHASE ORDER

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" and the Department's "Purchase Order Terms & Conditions" are referenced or attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a bid, the bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

After the bid due date and prior to contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder's facilities and qualifications. This review will serve to verify data and representations submitted by the bidder and may be used to determine whether the bidder has adequate facilities, equipment, qualified and experienced staff, and overall management capabilities to provide the required services. The review may also serve to verify whether the bidder has financial capabilities adequate to meet the contract requirements.

Should the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid.

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see "RESPONSIVENESS OF BIDS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the services specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein

contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required services, and failure to perform or meet financial obligations on previous contracts.

22) BID SHEET

The bidder must use the attached Bid Sheet to submit its bid. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

23) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a one (1) year period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be authorized under this contract. The Vendor(s) shall supply, at bid prices, the actual quantities authorized regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

24) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

25) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-20-9116-CA - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

27) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Central Procurement Office
Attn: Cassandra Anderson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414-4479**

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

27.1 Instructions for Electronic Submission of Proposals

Electronic Bid Submittals

Due to restrictions/limitations concerning COVID-19 (Coronavirus), the Florida Department of Transportation is allowing the electronic submission of Bids. Please follow the below instructions. Failure to follow these instructions, may result in your bid being found non-responsive. Non-responsive replies will not be evaluated.

- a. Subject Line must show: DOT-ITB-20-9116-CA – **(Insert Vendor's Name)**
- b. Email shall contain one file attachment marked as follows:

DOT-ITB-20-9116-CA Bid Submittal
- c. Documents submitted shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d. The body of the email shall not contain any information
- e. Bids shall be submitted to: CO.Purch@dot.state.fl.us

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes,

within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

29.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 29.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

29.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

30) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

A Purchase Order issued by the Department and a written Notice to Proceed, issued by the Project Manager.

31) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

32) ATTACHED FORMS

Bid Sheet
Minimum Qualifications Statement
Drug-Free Workplace Program Certification (Form 375-040-18)
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)
MBE Planned Utilization (Form 375-040-24)
Bid Opportunity List
Performance Bond Form 375-040-27
Appendix "A"- Departments Standards for Contractors' Employees

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable. <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

33.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable. <http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

33.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

34) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions

Scope of Services

Bid Sheet

MFMP Purchase Order Terms and Conditions

EXHIBIT “A”

SCOPE OF SERVICES

Contents

- 1.1. Overview
- 1.2. Deliverables/Contract Termination
- 1.3. Payment
- 1.4. Performance Standards
- 1.5. Subcontractors
- 1.6. Damages
- 1.7. Safety Requirements
- 1.8. Environmental Health, Safety, Hazardous Substances and Hazardous Materials
- 1.9. Fines, Citations, Damages
- 1.10. Work Hours
- 1.11. Facility Regulations
- 1.12. Employee Training
- 1.13. Inspection and Acceptance
- 1.14. Meeting
- 1.15. Silence of Specification
- 1.16. Supplies
- 1.17. Supervision
- 1.18. Lawn care/ Landscaping Services
- 1.19. Additional Specifications
- 1.20. Other Services
- 1.21. Loss or Damage
- 1.22. Security
- 1.23. Communications
- 1.24. Reporting Requirements
- 1.25. Approximate Size of Areas to Be Landscaped/ Mowed.
- 1.26. Contractor Not Employee or Agent

1.1. Overview. This contract is to provide lawn care and landscaping services for the Haydon Burns Building, adjacent auditorium and two parking lots (one located across Suwannee Street and the other across Gaines Street located at 605 Suwannee Street, Credit Union located at 640 E. Gaines Street, and the Department’s Springhill Road Research Facility located at 2612 Springhill Road. This contract will be for 5 years starting July 1, 2020.

1.2. Deliverables/Contract Termination. The Contractor agrees to follow customary/standard industry practice in the performance of all lawn care and landscaping services specified herein. The Department will have the sole authority to determine whether the Contractor has provided satisfactory services that meet customary/standard industry practice. Should the Contractor fail to adhere to these standards as determined by the Department, the Department may deem such failure as enough cause for default and immediately terminate this Contract.

1.3. Payment. The Parties agree that acceptance of monthly invoices by the Department is contingent upon the Contractor completing services described in section 1.18 as appropriate.

1.4. Performance Standards. The Contractor shall meet all performance standards set forth in the specifications provided herein. The Contractor shall warrant that all work performed complies with customary/standard industry practice as defined by the Department and shall perform all such work in a professional manner. At least 3 business references shall be supplied with bid. Any proposal not including 3 references shall be deemed unresponsive.

1.5. Subcontractors. It is the Department's intent that the Contractor will only use its own employees to perform work under this contract, and as such, the Contractor will not subcontract any work without prior written approval by the Department.

1.6. Damages. If the Department, in its sole discretion, believes that the Contractor has performed incomplete work or has performed unsatisfactorily, the Contractor shall either reimburse the Department for the total invoice amount of a replacement contractor who completes the work to the Department's satisfaction, or the Department may deduct the cost of the replacement work from subsequent invoices and payment due the Contractor for other work. The decision, regarding which method will be used to pay for the replacement work, will be made solely by the Department.

1.7. Safety Requirements. Contractor shall comply with all applicable requirements and standards of the OSHA.

1.8. Environmental Health, Safety, Hazardous Substances and Hazardous Materials. The safety of the Contractor's personnel and the Department's employees are of primary concern. Contractor shall use due diligence in the performance of all work specified herein and shall perform all such work in accordance with all OSHA standards. Hazardous substances and materials will not be used to perform work under this contract, and any such hazards or conditions identified while performing work under this contract will immediately be brought to the attention of the on-site supervisor and the Department's Contract Manager.

1.9. Fines, Citations, Damages. The Contractor shall be solely responsible for all fines, damages or penalties of any sort levied by local, state or federal regulators against the Department for incidents resulting from non-compliance relating to regulatory violations and/or negligence on the part of the Contractor, including but not limited to spills, leaks, false alarms, injuries to the environment, injuries to humans or damages to real property. The Contractor shall be solely responsible for all cost, expenses, attorneys' fees and or travel incurred by the Department relating to such violations or negligence.

1.10. Work Hours. Facilities to be mowed/ landscaped under this contract will be occupied by Department employees during regular work hours, which are Monday through Friday, 6:30 a.m. until 6:30 p.m., excluding official state holidays. The Department reserves the right to adjust work hours to serve the specific needs of the facility.

1.11. Facility Regulations. The Contractor agrees that none of its personnel shall enter any restricted areas. At no time will Contractor personnel allow persons not employed by the Contractor to work on this contract to enter the facility for any reason. Neither alcohol nor illegal drugs may be brought on to the premises.

All Contractor personnel shall adhere to the Department policies and procedures regarding discrimination, sexual harassment and violence in the workplace, as explained in Appendix A.

The Department's Contract Manager may require the Contractor to refrain from assigning any employee to work on this contract for any reason determined to be in the best interest of the Department.

1.12. Employee Training. The Contractor is solely responsible for and shall train all of its personnel regarding all performance and safety requirements specified herein.

1.13. Inspection and Acceptance. All services rendered under this contract, including quality of work, are subject to inspection by the Contract Manager during Contractor's operations as well as upon completion of the work each month.

1.14. Meeting. The Contractor's on-site supervisor shall meet with the Contract Manager on the least Tuesday of the month, or on a more frequent basis as needed if requested by the Department, to inspect facilities or to resolve lawn care/ landscaping issues.

The owner or a senior manager in the Contractor's organization acceptable to the Department shall meet monthly as specified above with the Department to discuss lawn care/ landscaping issues, address any related problems, and to submit the monthly invoice for approval by the Contract Manager. It is critical to the administration of this contract that the owner or Senior Manager (higher in the organizational structure than the on-site manager) inspect the premises and meet with the Department's Contract Manager at least monthly. Failure to comply with this contract requirement for two consecutive months will subject the contractor to a monetary deduction from the next invoice submittal of \$1,000.00 per occurrence, which will be deducted at the discretion of the Contract Manager.

1.15. Silence of Specification. The apparent silence of these specifications on any detail or omission concerning any point needed to thoroughly manicure the facility to the Department's satisfaction, shall imply that only the best commercial lawn care/ landscaping practices are to be used in providing the services, and that only materials and workmanship of high quality are to be used. In the event of a dispute regarding what constitutes the best commercial lawn care/ landscaping practices, materials, or workmanship, the Contract Manager's decision will be final.

1.16. Supplies. Contractor shall furnish all tools equipment, supplies, labor, services, permits, licenses and insurance necessary for the performance of lawn and landscaping services specified herein.

1.17. Supervision. An experienced on-site supervisor must be on site during all hour's work is performed. Contractor's on-site supervisor must be available by appointment between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, to inspect the facility with the Contract Manager and to handle special problems when required.

1.18. Lawn care/ Landscaping Services. The Contractor shall provide the following services:

Landscaping Service Specifications

I. Weekly

A. Clean Up

- 1) Three (3) times weekly (Monday, Wednesday, and Friday) the following areas are to be vacuumed or blown: loading dock/area, executive parking area, patio between Burns Building and auditorium, and all walkways around Burns Building, auditorium, and credit union and both parking lots. These areas are to be completed prior to 7:00 a.m. and all debris is to be removed from premises. Proper disposal and dumping shall be provided and paid for by the contractor. Care will be made so as not blow any debris up under exterior doors.
- 2) All sidewalks will be blown or vacuumed in order to remove debris generated during the performance of this contract.
- 3) Collect debris generated from the performance of this contract (limbs, leaves, weeds, trash, etc.) and remove from premises.

- 4) All trash and debris (natural or man-made) on site prior to services will also be removed from property during services being rendered.
- 5) Major clean-ups due to storms, hurricanes, tornadoes, or other acts of God only if services happen to fall the day after such event.
- 6) Stairwells located in the front and rear of buildings and parking lots shall be kept free and clear of all yard debris and trash.

II. Bi-Weekly or more often As-Needed

The following services will be performed on weekends or non-business days:

A. Turf areas

- 1) While in the active season, turf areas will be mowed as needed so that grass height will not exceed three (3) inches. While in the dormant season turf areas will be mowed one time per month or as conditions warrant to maintain 3-inch height.
- 2) Grass clippings that accumulate during mowing will be raked, collected, and taken from premises.
- 3) Parking lot islands must be mowed with a mower and string trimmer used around signs, posts, and trees.

B. Trimming and Pruning of hedges and plants

- 1) Pruning will be performed on all trees and plants in order to maintain natural habit and ensuring health and vigor.
- 2) Trees will be trimmed up to a height of 12 feet. Limbs larger than 3” will not need to be moved.
- 3) Crepe Myrtles will be trimmed in the winter months. Crepe Myrtle trees along Railroad Tracks on the east side of the property will be trimmed of all limbs overhanging onto the parking lot and the Credit Union drive through to a height of 14 feet and kept clear of all under growth and vines growing into the trees. Crepe myrtle limbs located near flagpole shall be kept trimmed to facilitate the easy removal of flags and approved by Department.
- 4) Ground covers and vines will be sheared in a uniform manner to maintain clean edges, surfaces and overall appearance.
- 5) Shrubs and edges will be sheared and pruned in a consistent manner to maintain optimum shape. Contract manager will determine growth height.
- 6) Large shrubs and small trees less than 8 feet in height will be thinned out to remove deteriorated or dead wood and foliage as well as interfering branch crossovers.
- 7) Trees will be cleared of low hanging limbs and “volunteers” from trunk & base.
- 8) Pruning of plants which overhang curbs sidewalks, patios and fences will be performed when necessary
- 9) All trimmings and clippings will be collected and removed.

C. Weeding of areas

- 1) Weeding of plant beds will be done as necessary to control weed population and maintain healthy plants with a presentable appearance.
- 2) Weeding will be done to coincide with mowing schedule.
- 3) Ground cover beds will be chemically treated.
- 4) Weed control in plant beds, open beds, ground between plants, joints in sidewalks, decks, curbs, and driveways will be performed using appropriate manual (hand pulling), mechanical (tilling), and/or chemical (herbicide) control methods. When chemical control is necessary, herbicides will be applied with care so as not to injure

adjacent desirable plants/ turf or contribute to the buildup of toxins in the soil. The contractor shall supply and pay all cost for chemicals.

D. Edging

- 1) All perimeter lawn areas adjacent to paved surfaces or structural edges, such as sidewalks, walkways, driveways, parking lots, curbing, headers, and retaining walls will be edged with a blade edger in order to maintain clean crisp and consistent edge line.
- 2) Beds will be kept clean & well defined around color beds, shrub beds, open beds and tree trunks, to prevent encroachment from lawn and other adjacent materials.
- 3) Edging of walks, beds, and curbs will be performed every time turf is mowed.
- 4) Sidewalks, curbs, and plant beds at the entrances of the buildings and common areas will be edged every time the turf is mowed.

E. Plant Beds

- 1) The plant beds/ hedges and areas around the flagpole on the west side of the Burns Building and the stair/walkway in lot across Suwannee Street will be given special attention to be free of all weeds and pruned, shaped and strawed at all times throughout this contract.

III. Fertilization, Seasonal

- A. Fertilize lawns on the Burns Building, Credit Union facilities and both parking lots once in spring with an appropriate fertilizer/ weed and feed and once in the fall with a premium winterizer with a reemergence. Fertilizer to be applied per manufacturer's instruction. Must notify the Contract Manager upon intent to apply fertilizer.

IV. Yearly

1. Contractor shall install and maintain six inches (after settling) of pine straw around flower/ plant beds located on the west side of Burns Building and Auditorium during the third week of March as well as ensuring all trees located in parking lots maintain a healthy pine straw bed around trunks with a minimum of two feet.
2. In palm trees located on grounds, remove dead or damaged leaves only. Prune all flowers or developing fruit.

1.19. Additional Specifications:

1. All equipment and materials are to be supplied by the Contractor and are subject to approval by the Contract Manager.
2. Contractor shall report any defective or broken building equipment, broken irrigation lines and heads, and any unusual events to the on-site supervisor, the Contractor and/or the Department's Contract Manager.
3. All Contractor personnel are required to wear a uniform that includes the Contractor's name.
4. The Contractor shall always be required to obtain and maintain, all required licenses, insurance, and bonding requirements contained herein. Failure to maintain all the above may result in immediate termination of the contract.
5. Contractor shall be responsible for repair of all irrigation related items.

1.20. Other Services. Every area and item to be landscaped in the facilities are not specifically listed in the specifications contained herein. Where areas/items have been omitted, standard industry lawn care/landscaping practices as defined by the Contract Manager will be used to maintain the facilities under the terms and conditions of this contract. Any questions on this matter should be addressed to the Contract Manager before a proposal for these services is submitted.

1.21. Loss or Damage. Any damage or loss to the facilities or the personal property owned by the Department's employees, caused by Contractor's employees, will be the responsibility of the Contractor to repair or replace in a timely fashion, or the Department will perform the repairs and/or deduct the cost for the repair/replacement from the monthly payment due the Contractor. All repairs are subject to the Department's approval. Contractor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the workplace, and whose loss or theft are attributed to the Contractor's, or any of its employees or agents conduct, negligence or inattention.

1.22. Security. The Contractor shall always uphold strict security. Any penalty levied against the Department for false alarms caused by Contractor's employees shall be deducted from the monthly payment to Contractor. Failure of any employee to adhere to this requirement or the supervisor's failure to enforce this standard may result in the immediate dismissal from this contract. Only authorized Contractor employees are allowed on premises.

- Uniforms: All Contractor personnel and its subcontractors shall always present a professional appearance and wear uniforms. Contractor shall supply all employees with uniforms that must always be worn while on premises. The company name will be identified on uniforms.

1.23. Communications. Contractor's on-site supervisor must, always during work shifts, be available during the term of this contract by telephone.

1.24. Reporting Requirements. Contractor shall report as follows:

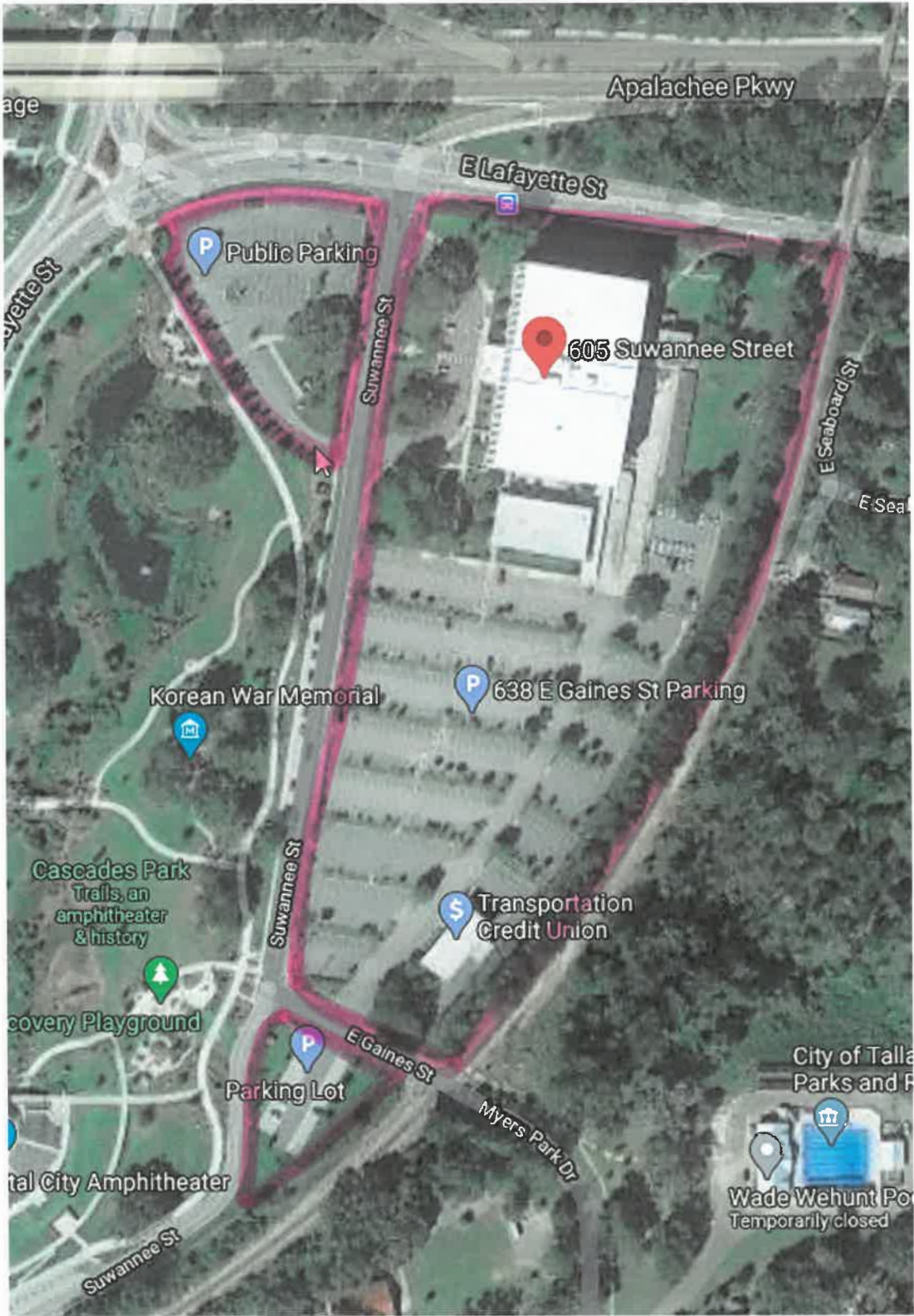
- Monthly Report: Contractor shall submit a properly completed and signed Monthly Summary Report (stating level of service), with Contractor's monthly invoice. The Department will return the monthly invoice to Contractor if the monthly report is not included, as specified.

1.25. Approximate Size of Areas to Be Landscaped/ Mowed.

Contractor will take whatever action is necessary to verify and if necessary, adjust the above approximations when planning to propose. By submitting a proposal, the Contractor acknowledges that he/she has conducted a walk-through inspection of the site, verified measurements/ quantities of all lawn/landscape areas and has based their proposal upon their own independent analysis of the measurements.

1.26. Contractor Not Employee or Agent. The Contractor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Contractor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of Contractor.

Haydon Burns Building - 605 Suwannee Street



Springhill Road Campus – 2612 Springhill Road



APPENDIX “A”
DEPARTMENT OF TRANSPORTATION
STANDARDS FOR CONTRACTORS’ EMPLOYEES REGARDING VIOLENCE
IN THE WORKPLACE, SEXUAL HARASSMENT, AND DISCRIMINATION

VIOLENCE IN THE WORKPLACE

The Department of Transportation will not tolerate any type of violence by any individual while in State offices, facilities, work sites, vehicles, or during the performance of State business. This includes the display of violent, aggressive, or threatening behavior (verbal or physical) that results in physical injury or emotional trauma or otherwise places any person’s safety or productivity at risk.

Anyone who threatens, harasses, or batters someone at the workplace or from the workplace using any State resources such as workplace phones, FAX machines, mail, e-mail or other means is acting in violation of the Department’s policy, and will be subject to corrective action, which may include reporting to his or her employer (the contractor), and notification to law enforcement.

Possession, use, or threat of use of a weapon is not permitted in the workplace or in a State building. Anyone who becomes aware of a weapon shall immediately notify the on-site supervisor, contractor and/or Contract Manager.

Any employee or subcontractor, who becomes aware of an instance or instances of violence, aggression, threatening behavior, or unauthorized possession of a firearm as described in this section shall report such occurrence to the on-site supervisor, the Contractor and/or Contract Manager immediately. The employer will promptly investigate the incident; and report it to the appropriate law enforcement authorities and the Department.

SEXUAL HARASSMENT

The Department of Transportation will not tolerate sexual harassment directed at, or occurring in the presence of, any Department employee or contract employee. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature from any person directed towards or in the presence of a Department employee, contract employee, or employment applicant, when the conduct has the purpose or effect of interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment. Any employee of a contractor or entity doing business with the Department who witnesses or overhears another employee of the contractor engaging in such conduct has the duty to report the conduct and the name(s) of the offender(s) to the on-site supervisor, the Contractor and/or the Contract Manager immediately.

DISCRIMINATION

The Department of Transportation will not tolerate discrimination based on race, color, gender, age, religion, national origin, marital status, handicap, or political affiliations; directed at, or occurring in the presence of any Department employee or contract employee. Conduct that is offensive due to its discriminatory nature includes actions, as well as verbal expressions such as slurs, insults, and comments. Any employee of a contractor or entity doing business with the Department who witnesses or overhears another employee of the contractor engaging in discriminatory conduct has the duty to report such conduct and the names of the offender(s) to the site on-site supervisor, the contractor, and /or the Contract Manager immediately.

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

This Checklist is provided as a guideline, only, to assist bidders in the preparation of their bid response. Included are some important matters that the bidder should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Bidders are responsible to read and comply with the ITB in its entirety.

Check off each the following:

- ___ 1. The “Bid Sheet” has been filled out completely, signed, and enclosed in the bid response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the bid response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response, if applicable (bids of \$1 million or more).
- ___ 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- ___ 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- ___ 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- ___ 9. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: DOT-ITB-20-9116-CA

Title: Lawn Care and Landscaping Services for FDOT – Tallahassee, Florida

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION