



DEPARTMENT OF
MILITARY AFFAIRS

**Invitation to Bid
Lawn Maintenance
Miramar**

Contact Information

John D. Connor, Purchasing Director

John.D.Connor2.nfg@mail.mil (904) 823-0241

Erin Lewis, Procurement Analyst

Rannah.E.Lewis.nfg@mail.mil (904) 823-0403

82 Marine Street

St. Augustine, FL 32084

Fax No. (904) 823-0153



**Attachment H
Notice of Intent to Attend
Site Visit**

Miramar – Lawn Maintenance

Potential proposers/bidders are requested to notify our office by returning this Form no later than the date specified on the schedule of events. Complete the information below and fax this sheet only to the Department of Military Affairs at (904) 823-0153, email to Rannah.E.Lewis.nfg@mail.mil or mail to **Department of Military Affairs, State Quartermaster – P&C, P.O. Box 1008 St. Augustine, Florida 32085**

Completion/Submission of this form is for informational purposes only. No information will be provided as a result of submission.

The Site Visit will be held at:

**Dept. of Military Affairs
Miramar Readiness Center
5001 Flamingo Road
Miramar, FL 33025**

Company Name _____

Authorized Company Representative: _____

Mailing Address _____

Telephone No. _____ **Fax No.** _____

Email Address _____

CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to the ITB, unless modified by the Department by addendum to this ITB.

Date	Time	Action	Location
8/24/18	C.O.B.	Release of Solicitation	MyFlorida.com web site, Vendor Bid System
9/12/18	10:00 AM	Mandatory Site Visit	Miramar Readiness Center 5001 Flamingo Rd, Miramar, Florida 33025
9/19/18	2:00 PM	Final date and time for written question submission. Questions may be submitted earlier.	Send to: John.D.Connor2.nfg@mail.mil and Rannah.E.Lewis.nfg@mail.mil or fax to (904) 823-0153
9/20/18	C.O.B.	Anticipated date that questions and response will be posted on the vendor bid system.	MyFlorida.com web site, Vendor Bid System
9/20/18	C.O.B.	Anticipated date that solicitation amendment may be posted as a result of questions submissions, omissions, changes or clarifications.	MyFlorida.com web site, Vendor Bid System
9/27/18	2:00 PM	All Proposals/Bids Due - Proposal/Bid Opening	Dept. of Military Affairs 82 Marine Street, SQM P & C Saint Augustine, Florida 32084
9/28/18	C.O.B.	Anticipated Date of Posting Bid Tab & Notice of Intended Award	MyFlorida.com web site, Vendor Bid System

C.O.B –By Close of Business, **All times are Eastern Time, unless otherwise stated.**

*Bold Print Public Meetings

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1.0 Invitation and General Information:

1.1 Invitation: This solicitation is to procure lawn maintenance service for the Department of Military Affairs (DMA), at the Miramar Readiness Center Site located at 5001 Flamingo Road, Miramar, Florida 33025. It is anticipated that one contract will be awarded and the term of the contract will begin on or about October 15, 2018 and end on or about September 30, 2020.

Vendors submitting a proposal/bid must be registered in MyFloridaMarketPlace prior to contract award. (see **NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS** section, 4.1). A vendor shall not be considered for an award if not registered in MyFloridaMarketPlace.

1.2 Purchasing Director: The Purchasing Director, acting on the behalf of the Department of Military Affairs, is the sole point of contact (exception of question submissions regarding the solicitation prior to award) with regard to all procurement matters relating to the ITB, from the date of release until the Department's Notice of Agency Decision.

John Connor, Purchasing Director
Department of Military Affairs
State Quartermaster – P&C
P. O. Box 1008
St. Augustine, Florida 32085-1008
Telephone No. (904) 823-0241 Fax No. (904) 823-0153
Email: John.D.Connor2.nfg@mail.mil

Alternate Physical Address: Department of Military Affairs, State Quartermaster,
82 Marine Street, St Augustine, Florida 32084

1.3 Contract Administrator and Contract Manager: The DMA employee identified below is designated as Contract Administrator and shall act on behalf of the Department of Military Affairs for contractual matters and is responsible for maintaining the contract file, certifying invoices and financial information, final acceptance of all deliverables and serves as a liaison with the Project Managers.

Erin Lewis, Procurement Analyst, CPPB
Department of Military Affairs
State Quartermaster – P&C
82 Marine Street
St. Augustine, Florida 32084
Telephone No. (904) 823-0403 Fax No. (904) 823-0153
Email: Rannah.E.Lewis.nfg@mail.mil

1.4 Project Manager: The DMA representatives identified below are designated as Project Managers and shall act on behalf of the Department of Military Affairs. The Project Managers are responsible for enforcing performance of the contract terms and conditions and serves as a liaison with the vendor **after** the Notice of Agency Decision has been completed and the Contracts are executed. Also referred to as the Facility Management Office (FMO), as military

personnel assignments during the term of the awarded contract, may result in temporary or permanent reassignments.

Department of Military Affairs
Miramar Readiness Center
5001 Flamingo Road,
Miramar, Florida 33025
Telephone No. (305) 914-1246 x53118
Email: Jason.F.Krenta.mil@mail.mil

2.0 General Conditions: General Instructions to Respondents (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return the document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2934/12120>

Exception: Item 3- DMA does not currently accept Electronic Submission of Responses.
Exception: Item 5 - Refer to Section 4.3

3.0 General Conditions: General Contract Conditions (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2933/11777>

4.0 Special Conditions

4.1 MyFloridaMarketPlace

Since July 1, 2003, the Department has used the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY DATE OF CONTRACT AWARD OR THEY WILL BE CONSIDERED NON-RESPONSIVE. 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.

4.2 Minority Business Enterprise (MBE) Utilization

DMA encourages the recruitment and utilization of certified and non-certified minority businesses. DMA, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the DMA in a nondiscriminatory environment.

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.

4.3 Communications, Bid Questions and Answers

No negotiations, decisions or actions shall be initiated or executed by a vendor as a result of any discussion with any State employee. Only those communications that are in writing from the office of Purchasing & Contracts may be considered as duly authorized expressions on behalf of this Department. The only recognized exception is that questions will be answered during Mandatory Site Visits or Briefings.

Any questions arising from this ITB must be forwarded, in writing, to the procurement official designated in Sections 1.2 or 1.3 above. DMA'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)", then 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/proposal.

Only written inquiries from vendors, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the vendor.

4.4 Estimated Expenditures

It is anticipated that DMA will expend approximately \$35,000.00 annually as a result of this solicitation. This estimated figure is given only as a guideline for preparing your bid/proposal and should not be construed as representing actual contract pricing. Contract award and/or renewals are contingent upon availability of funds.

4.5 Qualifications

4.5.1 General: The Vendor must prove to the satisfaction of DMA that their company has actively and normally been engaged in business for the services/items being procured under this solicitation for at least three (3) years of continuous operation. **(This shall be demonstrated through references which have been in place at least one (1) continuous year).** The Bidder shall have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation.

4.5.2 Bidder Qualifications: When submitting the bid, each bidder must submit a written statement, detailing their qualifications that demonstrate they meet the minimum qualifications contained in 4.5.1. 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.

4.5.3 Authorized to do Business in the State of Florida: In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign 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

4.5.4 License to conduct services in the State of Florida: If the services being provided require 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

4.6 Department Reservations and Responsiveness of Bids

4.6.1 Valid Proposal: A responsive offer in full compliance with the Invitation to Bid specifications and conditions by a responsible person or firm. The responsiveness of a bid/proposal shall be determined based on the documents submitted with the proposal and attendance at the site visit. Vendors shall submit the original and two (2) copies of the bid/proposal. The responsiveness of the bid/proposal is the responsibility of the Offeror and will be determined during the evaluation process.

- a. Responsive offer means a person or firm that has submitted a bid/proposal and conforms in all material respects to the Invitation to Bid.
- b. Responsible or qualified Offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a bid/proposal requiring information may be cause for such bid/proposal to be rejected.

4.6.2 General: DMA reserves the right to accept or reject any or all bids/proposals 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 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 DMA's official file, without obligation to DMA.

4.6.3 Responsiveness of Bids: Proposals/bids will not be considered if not received by DMA on or before the date and time specified as the due date for submission. All proposals/bids must be typed or printed in ink. Offers by facsimile or telephone are not acceptable. A responsive

proposal/bid is an offer to perform the scope of services called for in this ITB in accordance with all requirements of this ITB. Proposals/bids found to be non-responsive will not be considered. Proposals/bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal/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. All bid/proposal prices shown on the price sheets submitted are final and mistakes will be at proposer/bidder's risk.

4.6.4 Other Conditions: Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

4.7 Vendor's Contractual Obligations

The Vendor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on this contract, will be subject to, and comply with, the contractual requirements.

4.7.1 Employment Eligibility Verification: Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185222128150.shtm

Compliance with the requirements of this section is required prior to commencing performance under any Contract issued as a result of this solicitation.

4.7.2 Unauthorized Aliens: The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

4.7.3 Vendor Certification Regarding Scrutinized Companies: Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List. Both lists are created pursuant to section 215.473 Florida Statutes. The lists are updated quarterly and can be viewed at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3351/Default.aspx>.

4.7.4 Liability Insurance: The Vendor shall not commence any work until they have obtained the following types of insurance. 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 Military Affairs, Procurement Office, Attention: Erin Lewis, 82 Marine Street, St. Augustine, Florida 32084** 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 \$100,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$100,000.00 each occurrence, for the services to be rendered in accordance with this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to DMA.

DMA 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.

4.7.5 Preferred Price: The Vendor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Vendor is in compliance with the preferred pricing provision of Section 4(b) of form PUR 1000.

4.8 Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this solicitation. However, any pre-existing software, or other work of authorship used by the Vendor, to create a deliverable but which exists as a work independently of the deliverable, shall remain the property of the Vendor.

4.9 Copyrighted Materials

Copyrighted material will be accepted as part of a proposal/bid only if accompanied by a waiver that will allow DMA to make paper and electronic copies necessary for the use of DMA 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.

4.10 Costs Incurred in Responding

This Invitation to Bid does not commit the Department or any other public agency to pay any costs incurred by the bidder in the submission of a bid or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

4.11 Bid Submission

4.11.1 General: Sealed Proposals/bids will be received until (2:00 PM), local time, on September 27, 2018. **Proposals/bids received after that time and date will not be considered.** By submitting a proposal/bid, the bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided. The bidder must use the attached "Bid Sheet" to submit their Proposal/bid. All proposals/bids and associated forms must be signed and dated in ink by a duly authorized representative of the bidder. Each bidder must fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. Bidder shall submit the original and two (2) copies of the bid/proposal. The ITB number, opening date and time should appear on the envelope of the proposal/bid. **DMA does not currently accept electronic submissions.**

4.11.2 Mail or Deliver Proposals/Bids to: (DO NOT FAX)

Florida Department of Military Affairs
SQM, Purchasing & Contracts
82 Marine Street
St. Augustine, Florida 32084
Attention: Erin Lewis

4.11.3 Modifications, Re-submittal and Withdrawal: Bidders may modify submitted proposals/bids at any time prior to the due date. Requests for modification of a submitted proposal/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 proposal/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 proposal/bid.

4.11.4 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 DMA-ITB - 224-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 proposal will be considered waived by the Bidder upon submission, effective after opening.

4.12 Bid Opening

The sealed bids will be opened by the DMA's Procurement Office personnel at 82 Marine Street, St. Augustine, Florida 32084 on September 27, 2018 at 2:00 PM. All bid openings are open to the public, if you plan on attending the opening, please plan accordingly as parking is limited.

4.13 Identical Evaluation (Tied Score) of Responses

In the event the evaluation/bid process results in identical scores, DMA will select a respondent based on the criteria identified in Rule 60A-1.011 F.A.C. and applicable Florida Law.

4.14 Posting of Intended Award

4.14.1 General: DMA'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 or about September 28, 2018 and will remain posted for a period of seventy two (72) hours. Any bidder who is adversely affected by the DMA's recommended award or intended decision must file protest in accordance with Florida Statute Section 120.57(3).

4.14.2 Inability to Post: If DMA is unable to post as defined above, DMA will notify all bidders by electronic notification on the Florida Vendor Bid System, by mail, and/or by fax.

4.14.3 Request to Withdraw Bid: Requests for withdrawal will be considered if received by DMA, 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.

4.15 Award of the Contract

Services will be authorized to begin when the Vendor receives a written document incorporating the terms and conditions of the solicitation, the vendor's proposal/bid indicating the encumbrance of funds and award of the contract.

5.0 Statement of Work

The objective of this solicitation is to award one contract for complete lawn maintenance service at the Miramar Readiness Center located in Miramar, Florida. Refer to Site Map.

5.1 Introduction

The Contractor shall furnish labor, supervision, materials, equipment, and miscellaneous items as may be necessary to provide the required lawn maintenance service in accordance with this statement of work. The work will consist of, but is not limited to, cutting and trimming of lawn grasses, bushes and trees, to include the cleaning and disposal of lawn debris created in this process.

5.2 Scope of Work

The Contractor shall furnish labor, supervision, materials, equipment, miscellaneous items as may be necessary to provide the required lawn maintenance service in accordance with this statement of work. The work will consist of, but is not limited to, cutting and trimming of lawn grasses, bushes and trees, to include the cleaning and disposal of lawn debris created in this process. All activities will be coordinated with the designated Facility Manager's Office (FMO). The Contractor will coordinate any on site extenuating or unusual circumstances through the FMO.

The Contractor will accomplish general cleanup of debris and dirt generated by their activity as well as any caused by natural weather effects by the end of each scheduled workday. All cuttings, clippings and debris will be disposed of in a proper manner. Precautions will be taken to prevent the introduction of maintenance debris (grass clippings, tree/shrub trimmings) into any lake or pond.

Precautions will be taken to prevent rutting or tracking of lawns. Work after rainstorms or when grounds are soft, will be curtailed until such time that damage will not occur. If damage does occur, provisions will be made to repair and reseed the area of damage at the Contractor's expense.

The Contractor will protect all existing building exteriors from any damage during performance of the above stated work.

5.3 General Specifications for required service:

5.3.1 Finish Cut – This cut will be standard for all improved grass areas surrounding facilities and operations where continuous grooming of landscape is required. Frequency of cut will be bi-weekly from April 01 through October 31 for Area 1 (estimated 14 cuts annually) and once a month for Area 2 (estimated 7 cuts annually). Frequency of cut will once a month from November 01 through March 31 for Area 1 (estimated 5 cuts annually) and every other month for Area 2 (estimated 2 cuts annually).

A. Finish cut grass height will be approximately 2-3 inches in height.

B. All debris will be cleared from grounds prior to cutting to ensure a clean, safe cut for vendor and facility personnel.

C. All sidewalks, parking areas, retaining walls, vault/irrigation/utility access covers and planting beds will be edged to maintain a well-groomed appearance after the cutting.

D. All sidewalks and parking areas will be cleared of clippings and debris by blower or sweeping after each cutting. Apply approved herbicide applications as necessary to control vegetation growth in expansion joints, retaining walls and other areas as required. **Note: If the contractor intends/plans to use herbicide, prior approval is required from the FMO and must be in accordance federal, local, state and environmental regulations.**

E. Open areas may be cut with riding mowers with bagging capability or other types of mowers at the contractor's discretion.

F. Shrub beds will be maintained by removing weeds and plants that do not belong in area. Debris and leaves will be removed and disposed of as part of the routine maintenance after each cutting.

G. There shall be a three to zero (3'-0') foot buffer around all tree trunks and slopes of all ditch swales shall be cut within three to zero feet of the water's edge.

H. Do not operate towed or riding mowers in confined areas that will damage shrubs, trees, or flower beds.

5.3.2 Shrub Maintenance - This work will be accomplished as described below for all areas that shrub control is necessary for appearance and operational needs.

A. Shrubs will be trimmed utilizing power or hand tools designed for this specific work.

B. Trimming of shrubs will consist of cutting new growth from bushes to maintain a groomed appearance. Any reduction of shrubs and bushes will be at the direction of the FMO. This reduction will not exceed 2 inches in any dimension of the plant.

C. Parking lot hedges will be trimmed on a quarterly basis. All other shrubs will be trimmed annually as coordinated with the FMO.

5.3.3 Tree Maintenance - This work will be accomplished as described below for all areas on an annual basis.

A. Trimming of trees will be limited to a height of approximately 8 feet above ground. This will encompass any dead or low hanging branches that may be dangerous to the general population or vendor's personnel. Exception to 8 foot policy will be the trimming of Palm Trees.

B. Provide annual maintenance (trimming) of Palm Trees (approximately 10 trees).

5.3.4 Fence Line Maintenance - This work will be accomplished on a regular basis as part of the finish and/or rough cut for the boundary fence line vegetation control that is necessary for appearance and operational security of the complex.

A. Where applicable cut grass height will be approximately 4-6 inches. It is the contractor's responsibility to remove any vegetation growing or debris into or over the fence. The fence shall always be clean of any debris or vegetation.

B. The outside cut distance from the fence will be approximately 12 feet but not less than 8 feet. Exception to this policy is locations that border lakes/ponds. Maintained area will be from fence to the water edge.

C. The physical fence line will be protected from damage by mowers and other equipment at all times. Any damage that occurs as a result of the trimming operation will be repaired at the expense of the vendor.

D. A combination of hand cutting and riding mower equipment may to be used for completion of this work. The vendor will determine the method of cut.

5.3.5 Weed Control/Maintenance – This work will be accomplished during and as part of the regularly scheduled cuts.

- A. Weed control on walkways, weed whacking around building to the guard rail and parking lots.
- B. Vegetation shall be controlled and removed from fencing.

5.3.6 Contractor Use of Premises -

- A. Confine operations to areas specified within contract as indicated. Portions of the site beyond areas in which services are indicated, are not to be disturbed and may only be assessed as coordinated with FMO.
- B. Keep existing driveways and entrances serving the premises clear and available to the facility personnel at all times.
- C. Do not dispose of any material on site. It is the responsibility of the contractor to control all generated waste and dispose of properly in accordance with the waste determinations.

5.3.7 Working Hours:

- A. Perform work only between the hours of 8:00 a.m. and 5:00 p.m. on weekdays Tuesday through Friday. The facilities are open on alternating Mondays, any work on these days to be coordinated with the FMO. (Service schedule to be coordinated upon award between FMO and awarded contractor.)
- B. Work on Saturdays, Sundays, Holidays, or beyond the workday time limits require prior written consent of the FMO.
- C. DMA reserves the option of additional cuts, as needed, depending on the growing season. Additional unscheduled cuts will be coordinated with the FMO and provided at the same contracted per cut rate as the scheduled cuttings.

5.4 Mandatory Site Visit:

There will be a mandatory on-site inspection visit for all prospective bidders. The on-site inspection will be held on September 12, 2018 at 10:00 AM EST, at the Miramar Readiness Center located at 5001 Flamingo Road, Miramar Florida 33025 and will be conducted by SFC Jason Krenta, of the Facilities Manager Office. The purpose of the site visit is to provide an overview of DMA's requirement, to give prospective bidders the opportunity to ask questions regarding the scope of work and become familiar with the site conditions. Directions may be obtained by contacting SFC Krenta at (305) 914-1246 x53118. Failure to attend the mandatory on-site inspection and complete the on-site inspection form shall preclude a prospective bidder from submitting a bid for this solicitation.

The representatives providing the facility access will NOT answer any questions pertaining to this solicitation. Any questions arising after the site inspection shall be submitted in writing,

identifying the submitter, to John Connor and Erin Lewis at the address specified in Sections 1.3/1.4 above or by email to John.D.Connor2.nfg@mail.mil, Rannah.E.Lewis.nfg@mail.mil or by facsimile to (904) 823-0153 by 2:00 PM ET on September 19, 2018. Email inquiries are preferred; however hard copy or facsimile are acceptable. All question and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective vendor's responsibility to periodically check the VBS. DMA bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the DMS Vendor Bid System.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received via telephone shall not be binding on DMA and shall not be relied upon by any prospective bidder.

5.5 Vendor Responsibilities and Deliverables:

The Contractor will supply all personnel, materials, and equipment required to perform the tasks described in this Statement of Work.

5.5.1 The Contractor shall provide a company point of contact to the FMO to ensure effective communications. At a minimum this information shall include a name, business telephone number, cell phone number if applicable and an email address.

5.5.2 The Contractor shall have adequate personnel employed within his/her organization to perform all phases of the contract requirements.

5.5.3 The Contractor in coordination with the FMO shall establish a service schedule for the required services. Said services shall be provided in accordance with the schedule unless changes are mutually agreed upon or due to inclement weather.

5.5.4 The Contractor shall clean and dispose of materials and debris from the work area upon completion of service.

5.5.5 The Contractor shall notify FMO of any accidents occurring on the site immediately upon occurrence.

5.5.6 DMA shall not be liable or responsible for any accidents, loss of personal property or any other damages that may arise as a result of this contract. Furthermore, the contractor shall agree to indemnify and hold harmless the DMA for any and all claims, demands, lawsuits or any other action arising from the services/labor under this contract.

5.5.6 The Contractor must remain in compliance with all state, local and/or Federal laws in effect applicable to the business and services provided during the life of the contract.

5.6 DMA Responsibilities:

A. FMO will provide facility access as needed and coordinate service schedule for the duration of the contract. It may be necessary during the life of the contract to make changes in the

service schedule and/or to request additional cuts.

- B. FMO will assign a site representative as the primary point of contact for facility access and control.
- C. FMO along with the Site Representative will provide visual inspection upon notification from the Contractor that the service has been completed.
- D. FMO shall be responsible for enforcing performance of the contract terms and conditions and shall serve as liaison with the contractor.

5.7 Performance and Consequences:

The services shall be scheduled to begin on or about October 15, 2018. The Contractor shall provide a company Point of Contact (POC) to ensure effective communications with FMO. This information shall include a name, business telephone number, cell phone number, if applicable, and an email address.

On-site work activities must be pre-coordinated and approved by the FMO prior to commencement of activities. The Contractor is required to have frequent communication and closely coordinate all work with the FMO to ensure the quality of the work being conducted while on the property. The FMO shall be responsible for enforcing performance of the contract terms and conditions and shall serve as liaison with the contractor.

In the event the contractor fails to meet the minimum level of service identified in the Statement of Work, DMA will not pay invoices until the work is satisfactorily completed.

5.8 Invoicing and Payment

The Contractor shall submit a monthly invoice to the attention of the FMO with a copy provided to the Contract Administrator (See Section 1.3). The invoice shall be submitted in sufficient detail to identify the type of service provided during the preceding month, i.e. Unit price per service as quoted and provided. The services must be approved by FMO prior to payment authorization. The invoice shall also contain the Contract number, IFB number and the appropriate vendor identification number.

Payment shall be made in accordance with 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.

5.9 Special Conditions:

5.9.1. Familiarity and Compliance with Laws: The Contractor is required to be familiar and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve him from responsibility. Violation of such laws shall be grounds for Contract termination

5.9.2. Damages to State Property: Any damages to state property (e.g. structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor shall be the

responsibility of the Contractor to remedy, as determined by the FMO. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

5.9.3 Subcontracts: The Contractor shall ensure, and provide assurances to the DMA upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the DMA with the names of any subcontractor considered for work under this Contract; the DMA reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project.

Any subcontract arrangements must be evidenced by a written document available to the DMA upon request. The Contractor further agrees that the DMA shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the DMA against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the DMA in accordance with Section 287.0585, F.S., unless otherwise stated in the contract BETWEEN CONTRACTOR AND SUBCONTRACTOR. CONTRACTOR'S FAILURE TO PAY ITS SUBCONTRACTORS WITHIN SEVEN (7) WORKING DAYS WILL RESULT IN A PENALTY CHARGED AGAINST CONTRACTOR AND PAID TO THE SUBCONTRACTOR IN THE AMOUNT OF ONE-HALF OF ONE PERCENT (.05%) OF THE AMOUNT DUE PER DAY FROM THE EXPIRATION OF THE PERIOD ALLOWED HEREIN FOR PAYMENT. SUCH PENALTY SHALL BE IN ADDITION TO ACTUAL PAYMENTS OWED AND SHALL NOT EXCEED FIFTEEN PERCENT (15%) OF THE OUTSTANDING BALANCE DUE.

DMA Right to Reject Subcontractor Employees. The DMA shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the DMA's judgment, are insufficient.

Subcontractor as Independent Contractor. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the State of Florida.

5.9.4 Information Releases: All submittals, meeting minutes, correspondence, and reports are to be held in the strictest confidence. The release of information (written, electronic, or verbal) pertaining to any aspect of the services is not to be released to the public without written permission from the DMA Contact Administrator/Manager.

5.9.5 Security: PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER:

Due to the instability of world events, there may be times during the performance period of this contract that the contractor might be asked to leave the base during higher threat level conditions.

6.0 Bid Submittal

Vendors shall provide a brief description of their company history, which shall include but not be limited to business certifications, number of years in business and other information that may demonstrate company stability and reliability. (Attachment D)

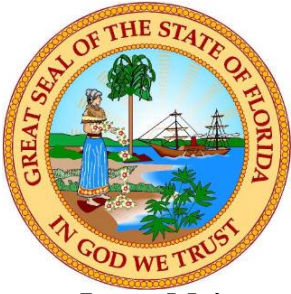
6.1 Price Sheet: Vendors shall complete the price sheet to proposal/bid (Attachment A). Only prices submitted on the supplied price sheet will be considered. Document must be signed and returned. Award is contingent upon funding availability.

6.2 Reference Sheet: Vendor shall provide three references. (Attachment B) – Must be completed and returned providing verifiable references.

6.3 Drug Free Workplace: Attachment “C” Drug-Free Workplace Compliance Form must be signed and returned.

6.4 Vendor Certification Regarding Scrutinized Companies Lists: Attachment E must be signed and returned.

6.5 Vendor Checklist: Provided for convenience. (Attachment F)



**ATTACHMENT A
 BID SHEET**

Lawn Maintenance Service

Service Description	Estimated number of cuts during contract period	Unit cost times (x) Estimated cuts Equals (=)	Total for two Year Period
Finish Cut Bi-weekly Zone 1	38 Cuts	\$ _____ x 38 Cuts = \$ _____	\$ _____
Finish Cut Monthly Zone 2	18 Cuts	\$ _____ x 18 Cuts = \$ _____	\$ _____
Shrubs Quarterly	8 Cuts	\$ _____ x 16 Cuts = \$ _____	\$ _____
Trees & Shrubs Annually	2 Cuts	\$ _____ x 2 Cuts = \$ _____	\$ _____
		Total Bid Price	\$ _____

Vendor must bid on all services. The estimated cuts specified above are for evaluation purposes, the actual number of cuts performed during the contract period may vary.

Acknowledgment: 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.

Company Name: _____

FED ID#: _____

Street Address: _____

City, State & Zip _____

Telephone No. _____ **Fax No.** _____

Email Address: _____

Signature: _____

Date: _____ **Printed name:** _____

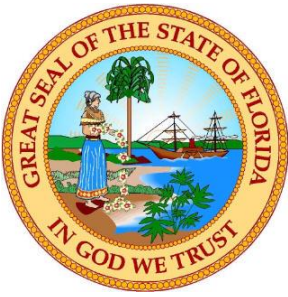
**ATTACHMENT B
Reference Sheet**

The Respondent must list a minimum of three (3) separate and verifiable clients of the Respondent, **which have been in place for at least one (1) continuous year**. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation**. The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). Please provide at least two (2) Contact Names. DMA reserves the right to contact other known or identified sources and to consider performance or non-performance on DMA and/or other State Agency existing or previous service experiences.

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$



**ATTACHMENT C
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

Procurement No. DMA-ITB-224 – Lawn Maintenance Service

I, _____,
(Name) (Title)

of, _____ hereby certify that this firm has implemented
(Name of firm)
a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes.

(Signature) Date: _____

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' 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.

Attachment D
MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested?

Provide a written statement detailing your company and employee qualifications:

**ATTACHMENT E
VENDOR CERTIFICATIONS**

Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

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. 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.

Certification of Employment Eligibility Verification

Employment Eligibility Verification: Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678176.shtm

I, _____,
(Name) (Title)

of, _____ hereby certify that this firm is in compliance
(Name of firm)
with the above referenced Florida Statute and Executive Order.

(Signature) Date: _____

ATTACHMENT F

VENDOR CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the proposal/bidding deadline. Bidder shall submit the original and two (2) copies of the bid/proposal. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their Bid submittal.

- ____1 Attachment A – Price Sheet
- ____2. Attachment B –Vendor References
- ____3. Attachment C - Certification of Drug Free Workplace, signed.
- ____ 4. Attachment D – Minimum Qualifications Statement
- ____5. Attachment E – Vendor Certification Regarding Scrutinized Companies
- ____6. Attachment F – Vendor Checklist

NOTE: Address your Bid submission to the point of contact specified in section 4.11, and write the following: DMA- ITB-224, Lawn Maintenance Service, Proposal/Bid due September 27, 2018, and opening time 2:00 PM on the envelope, package or courier delivery document. **DMA does not currently accept electronic submissions.**