



Monroe County School District

Superintendent of Schools
Mark T. Porter

Board Rationale

File #: CON 16-060

TITLE

Award RFP 2017703 for Athletic Field Maintenance Mdl/Upper Keys to BrightView Landscapes, Inc

BACKGROUND INFORMATION

Work was solicited via RFP 2017703 for Athletic Field Maintenance Service for middle and upper keys. The RFP was advertised via DemandStar, local newspaper, and the District's website. 430 vendors were sent notices and 11 vendors downloaded plans. Three vendors attended the pre bid meeting. Two proposals responses were recieved. These responses were reviewed by a selection committee. The contractor selected was BrightView Landscaping Inc.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$220,758.00

Budget Coding:0110.7900.0310.9121.0001

Requisition Attached? Yes

CONTRACT INFORMATION

Contract with: BrightView landscapes, Inc.

Contract value: \$\$220,758.00

Budget coding: 0110.7900.0310.9121.0001

Contract Purpose / Description: This contract is to provide athletic field maintenance services to the middle and upper keys.

Contract Originator: Jeff Barrow, 305-853-1930, Maintenance Department

RECOMMENDATION

Award RFP 2017703 to BrightView Landscapes, Inc



THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: BrightView Landscapes Inc. (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from:

January 1, 2017 to December 31, 2017.

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Athletic Field Maintenance Services for the Middle and Upper Keys schools per RFP 2017703

If documentation of the specific goods/services is attached, said documentation is labeled as Exhibit "A" to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ 220,758.00 per Year to provide said

goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*:

 X **General Liability Insurance**

Amount: \$1,000,000/\$2,000,000

 Professional Liability Insurance

Amount: _____

 X **Vehicle Liability Insurance**

Amount: \$1,000,000

 X **Workers Compensation Insurance**

Amount: Statutory Limits and Employers Liability \$100,000/\$500,000/\$100,000

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written

notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in

29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District
241 Trumbo Road
Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:

Jose Zepeda Branch Manager
BrightView Landscape Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Contract on this 22nd day of

November _____, 2016 .

SIGNATURE OF CHAIRPERSON OF THE BOARD

Nov. 22, 2016

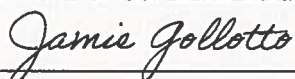
DATE

SIGNATURE OF SUPERINTENDENT

Nov. 22, 2016

DATE



SIGNATURE OF CONTRACTOR/REPRESENTATIVE

11/09/2016

DATE

Jamie Gollotto, CFO
PRINT NAME AND TITLE

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: Brightview Landscape Services and Nature of services presently being offered to School District: _____

2) I have _____ have not ☒, at any time, excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

(Signature of Authorized Representative)
Print: José Zepeda

Dated: 11-9-16

STATE OF Florida
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, José Zepeda who, being personally known, ☒ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 9th day of November 20____.

NOTARY PUBLIC



My commission expires:

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 1
BOBBY HIGHSMITH

District # 2
ANDY GRIFFITHS
Chairman

District # 3
ED DAVIDSON

District # 4
JOHN R. DICK
Vice- Chairman

District # 5
RONALD A. MARTIN

Bid No: RFP 2017703

Name of Bid: Athletic Field Maintenance Upper and Middle Keys

Post Date: 9/26/2016

Notice Post Time: 8:30 AM

Addendum No1

Vendors may bid on this project as a whole or by site. Please indicate in your proposal and on the price sheet which sites you are bidding on.

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 1
BOBBY HIGHSMITH

District # 2
ANDY GRIFFITHS
Chairman

District # 3
ED DAVIDSON

District # 4
JOHN R. DICK
Vice- Chairman

District # 5
RONALD A. MARTIN

Bid No: RFP 2017703

Name of Bid: Athletic Field Maintenance Upper and Middle Keys

Post Date: 10/11/2016

Notice Post Time: 1:30 PM

Addendum No2

On page 9 Section 6.d. is changed and section 6.e. is added as follows:

- d. **Unless otherwise noted (section 6.e.),** game striping after hours, Saturdays, Sundays, and during school breaks or holidays shall be done by the district coaching staff. Equipment and templates for lining shall be left secured but available to the coaching staff.
- e. **Make arrangements for game stripes and lines for up to seven Saturday baseball and seven Saturday softball games for each high school, not to exceed 28 total games.**

Monroe County School District

REQUEST FOR PROPOSAL

RFP 2017703

Athletic Field Maintenance Upper and Middle Keys



Members of the Board

District # 1

BOBBY HIGHSMITH

District # 2

ANDY GRIFFITHS

Chairman

District # 3

ED DAVIDSON

District # 4

JOHN R. DICK

Vice-Chair

District # 5

RONALD A. MARTIN

Mark T. Porter

Superintendent of Schools

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: RFP 2017703

SOLICITATION TITLE: Athletic Field Maintenance Upper and Middle Keys

SUBMISSION DUE: October 19, 2016 5:00 PM

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:
MONROE COUNTY SCHOOL DISTRICT
ATTN: Purchasing Department
241 Trumbo Road
Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

TABLE OF CONTENTS

Sealed Envelope Label	pg. 2	General Terms and Conditions	pg. 18
Table of Contents	pg. 3	Acknowledgement of Addendum	pg. 25
Introduction	pg. 4	Statement of No Bid	pg. 26
Signature Page for Bid	pg. 5	Contractor Rules	pg. 27
Scope of Work	pg. 6	Debarment Certification	pg. 28
Appendix A	pg. 13	Identical Tie Proposal	pg. 29
Appendix B	pg. 14	Non-Collusion Affidavit	pg. 30
General Information	pg. 15	Public Entity Crime Statement	pg. 31
- Calendar of Events		Relationship Disclosure Affidavit	pg. 32
- Submittal Requirements		Drug Free Workplace Form	pg. 33
- Conditions and Limitations		High Risk Offenders	pg. 34
- Insurance Requirements		Request for Taxpayer Identification No.	pg. 35
		Vendor Information Sheet	pg. 36

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

INVITATION TO BID

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that the School Board of Monroe County (the “School District” or “School Board”) will open sealed proposals for the following:

RFP 2017703

Athletic Field Maintenance Upper and Middle Keys

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com . The public record documents are available on the district web site at www.KeysSchools.com or by contacting the Purchasing Department, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, Jessica.Bailey@KeysSchools.com

All proposals must be received by the Purchasing Department on or before October 19, 2016 at 5:00 PM. No waivers shall be allowed for proposals which have not been submitted to the Purchasing Department by the deadline date. One (1) original, four (4) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

**Monroe County School District
Administration Building
Purchasing Department, Room 119
241 Trumbo Road
Key West, Florida 33040**

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

Released in Key West, Florida, September 17, 2016.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

***District School Board of Monroe County
Purchasing Department***

PROPOSAL FORM

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

BID DUE DATE / TIME: OCTOBER 19, 2016 5:00 PM

BID OPENING DATE/TIME: OCTOBER 20, 2016 10:00 AM

***RETURN ONE (1) SIGNED ORIGINAL, FOUR (4)
COPIES AND ONE (1) ELECTRONIC COPY (PDF FORMAT)
OF THE PROPOSAL FORM. NO OTHER PROPOSAL
FORM WILL BE ACCEPTED***

NAME OF COMPANY

***PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.***

ADDRESS OF COMPANY

PRINT NAME OF AUTHORIZED SIGNATURE

***IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.***

EMAIL ADDRESS

TELEPHONE No.

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

Scope of Work

1. General Information

- a. The Monroe County School District is requesting proposals for athletic field maintenance on fields located in the Upper and Middle Keys (from Key Largo to Marathon). This maintenance contract will be for one year with the option to renew for up to three additional years.
- b. **There will be a mandatory walk through to examine the district athletic fields and equipment on September 29, 2016 at 8:00 AM at the Key Largo School, 104801 Overseas Highway, Key Largo, FL 33037. Vendors should sign in with the front office.**
 - i. From Key Largo School all district athletic fields will be visited ending in the Marathon area.
 - ii. After mandatory walk through, additional school visits for proposals shall be coordinated with each individual school. (NOTE: Vendors require escort when students are on campus, therefore, it is best to visit outside of student hours.)
- c. Companies must be able to provide documentation to demonstrate that they have been successfully performing similar work for at least three years.
- d. Insurance including Workers Compensation insurance shall be maintained at the levels specified in the contract made with the District.
- e. Communication – provide management level contact for school administrators to discuss concerns regarding services or performances. Vendor management is solely responsible for performance and discipline of its employees.
- f. When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- g. Fraternalization – The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in activities encompassed by this agreement are strictly forbidden from participating in any manner and form of interaction with the students of Monroe County Schools. Violation of this provision may result in the removal of the people involved from the school site and prohibition from working there again
- h. Subcontracting
 - i. The vendor is to be the primary service provider and shall perform the work described in this specification with their employees.
 - ii. In general the subcontracting of any part of this work is not allowed. If special situations warrant it the District may allow exceptions if it is in the District's best interest. All situations where a subcontractor is used must be approved in writing by the District prior to the subcontractor beginning work.
- i. This contractor shall provide all labor, materials, and equipment required to perform the services described in this specification.
- j. Pricing shall be lump sum to cover the responsibility district wide in the areas specified.
- k. Provide in your proposal a schedule or program indicating the services you will provide and the intervals at which you will perform them to execute the work of this contract.
- l. Notify the school administration of any unsafe condition that is noted that is outside of the scope of this specification.
- m. All grounds work performed shall comply with all State and Federal regulations with regards to wetlands, hammocks, and native vegetation. If requested work could violate these standards please submit to the District Assistant Director of Facilities. A written ruling will be obtained that the contractor shall follow.
- n. Billing shall be monthly. Present bills via email to the Director of Facilities. If the work is acceptable they will approve it for payment. Work not acceptable shall be prorated and deducted from the submitted bill.
 - i. The district will notify the contractor via email that a field does not meet contract specifications.
 - ii. The contractor will have one 24 hour day after notification to correct the condition. If the field is not corrected, the contractor will be notified and payment will be deducted from the next payment per the following scale.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

1. High school athletic field out of specification, \$200/day.
2. Elementary or Middle school field out of specification, \$100/day.
3. Improper or missed lining for a High School athletic event, \$500.
4. Failure to submit log books for the proceeding week by close of business on Monday, \$100/field.

2. Staffing

- a. All staff shall be badged through the District personnel office. This ID badge is to be worn at all times while on the campus.
- b. Ground/landscaping staff shall wear company shirts of the same color with the company's logo to allow for their identification on the school grounds.
- c. Each crew or team shall have a foreman or lead. This person must be able to communicate with the school office staff and the school Athletic Director verbally and in writing, in English. This employee shall check in with the office and Athletic Directors as needed to coordinate special needs or concerns.
- d. The contractor is required annually to train their staff in safe work principals included but not limited to:
 - i. Blood borne pathogens
 - ii. Hazard communication and the importance of MSDS
 - iii. Personal protection Equipment (PPE)
 - iv. Basic electrical safety
 - v. Ladder and elevated surface safety.
 - vi. The District may provide up to 2 days training in these areas via DOE and our insurance administrator. If training is made available custodial staff is required to attend.
- e. The contractor is required to train their staff in all landscaping, turf care, and athletic field lining procedures prior to them starting work on the school jobsite. Training shall include manual techniques, procedure, and apparatus training. Provide the district with copies of any training programs and sign in sheets from any training sessions.

3. Sites and sports to be included, including the athletic events where game preparations would be required.

- a. Key Largo School multi use field - general purpose play field not used for district sports at this time.
- b. Coral Shores High School football field
 - i. High School football
 - ii. Boys soccer
 - iii. Girls soccer
 - iv. Boys lacrosse
 - v. Girls lacrosse
 - vi. Band including summer camp
 - vii. Track and field events, discus and shot put
- c. Coral Shores High School softball field/practice field
 - i. Lining for football and lacrosse practices, and occasional lining for PE class
 - ii. Girls Softball
- d. Plantation Key School FUTURE, estimated 2019
 - i. Routine mowing of Bermuda field
 - ii. Monthly infield dragging and occasional base maintenance needed for PE activities.
- e. Founders Park Baseball field
 - i. Routine mowing and field care December-June only. All aspects included.
 - ii. Prepare infield in December
 - iii. Year round care of irrigation system
 - iv. High School baseball
- f. Marathon High School baseball/football combination field
 - i. High School football
 - ii. High School baseball

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- iii. Boys soccer
- iv. Girls soccer
- v. Marathon High School softball field - girls softball
- g. Switlik School multi use field
 - i. No District sports are played on these fields.
 - ii. Infield maintenance required for PE and little league.
 - iii. Game lining by others.

4. Athletic Field Care Standards

- a. A written log book shall be maintained for each field. **THIS IS NOT OPTIONAL**. This log shall be a bound log book with pages that cannot be easily removed without tearing. All entries shall begin with the date. Entries shall be made sequentially in a log type fashion. A copy of this log shall be made each Friday afternoon for the preceding week. This copy shall be submitted to the Maintenance department management the following Monday. Entries shall be made as follows.
 - i. Weekly condition of the field.
 - ii. Adjustments to irrigation system.
 - iii. All maintenance activities including mowing.
 - iv. Any treatments applied to the field including the amount and rate of the application.
- b. Bermuda grass fields shall be maintained between 3/4" and 2" in length during the school year. Exact height shall be as coordinated with the Athletic Director or coach that is the primary user of that field.
 - i. Mowing intervals shall be determined such that no more than 33% of the grass length is cut during mowing.
 - ii. Off season mowing can be reduced to allow other field maintenance work. The maximum allowable height during this period is 4". Grass level shall be reduced gradually to playing height prior to the playing season following the 33% rule above.
- c. Athletic fields must have all trash, sticks, and rocks removed prior to cutting.
- d. Review and recommend maintained mowing height based on, the season, and anticipated rain conditions. Maintain longer grass in drought situations if directed to do so in writing by Maintenance Department management.
- e. Athletic fields are to be mowed with reel type athletic field mowers. Care shall be given to provide a clean, level, and evenly mowed playing surface.
- f. Trim areas that mowers cannot go with weed eaters or push mowers.
- g. Weed control shall be maintained and constantly improved. Weeds shall be treated in the pre-emergent state and in the emerged state.
 - i. Fertilizer program shall include pre-emergent weed treatment.
 - ii. Weed treatment shall include spot treatment and full field treatment. Spot treatment shall be at a minimum performed weekly. Indicator shall be used control application and visually show all areas were treated.
- h. Include a fertilizer program appropriate for the maintenance of Bermuda grass athletic fields. At a minimum this shall include quarterly application of granular time released fertilizer. Include material and labor associated with applying fertilizer to the field.
- i. Aerovating and verticutting – the District has equipment to be used to increase field health by aerovating or verticutting. Varsity athletic fields shall be aerovated or verticut at least once per year during the off season. Allow at least four weeks recovery prior to the next athletic event.
- j. Top Dressing – each summer the field shall be evaluated by the contractor for top dressing. If deemed necessary by district and if district funds are available to purchase the materials, this contractor will receive and place the materials using the top dressing machine.
- k. Wear areas and holes shall be kept filled with a sand/soil mixture to allow safe play and promote turf growth. During the summer wear areas shall be patched with turf from outside. This contractor shall provide the replacement sod and labor to install.
 - i. Prior to installing new sod areas are to be squared and leveled.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- ii. Sod grade shall be the same as the adjacent field. Gaps shall be less than 1" and shall be filled to make the field playable.

5. Clay Infields

- a. Clay areas shall be maintained in a playable condition during the actual season including preseason training and postseason play.
- b. All clay work shall be evaluated two months prior to the baseball or softball season beginning. Trimming of the infield, addition of clay, resetting bases, and reworking the pitcher's mound shall be done at this time.
- c. Clay areas shall be maintained free of weeds, rocks, and sticks.
- d. During baseball and softball seasons, clay areas shall be drug each day prior to use. This includes preseason practices. Clay shall be wetted down prior to dragging.
- e. Infield areas shall be retrimmed annually to remove the lip that forms around the infield. No more than a 2" rise is acceptable. The District has a sod cutter that is used to remove the excess material.
- f. Recommend clay needed for the next budget year at the end of the season. The district will purchase the clay as funds are available and the contractor shall place and spread the clay.

6. Striping and lining for games

- a. Field striping will be required for all games including Junior Varsity (JV). Varsity level game striping should be done the day of the game. On rare occasions where two varsity sports are home in the same area on the same day, for the same school, painted lines on grass can be done the day before. JV game lines shall be less than 3 days old and must be highly visible. All chalk lines shall be done fresh for each game for games starting M-F 8 AM through 4 PM.
- b. Lining configurations shall be coordinated with the coaching staff for that sport and must be acceptable to the game officials. Additional markings required by the officials will be done. Decorative markings on the field shall be done by volunteers or booster clubs and are not part of this contract.
- c. JV participation varies greatly each year and are included in this contract. Not every program will have a JV team. JV events on grass fields do not require same day lining as long as lines are visible and acceptable to the game officials. JV baseball or softball infields shall be done each day prior to the game.
- d. Game striping after hours, Saturdays, Sundays, and during school breaks or holidays shall be done by the district coaching staff. Equipment and templates for lining shall be left secured but available to the coaching staff.

7. Grounds maintenance supplies

- a. All materials needed to perform the work described in this specification are to be provided by this contractor unless specifically identified to be provided by the district.
- b. The contractor is to provide all manual hand tools needed to perform all work described in this specification. This contractor shall replace these as needed during the time of the contract. These tools include but are not limited to: Shovels, rakes, hoes, post hole diggers, Johnson bars, crow bars, picks, spades, screwdrivers, wrenches, sockets, socket drivers, pliers, channel locks, and hand held power tools.
- c. The contractor shall supply and enforce the use of all personal protection equipment for their staff. This includes PPE devices like gloves, masks, respirators, aprons, smocks, garments, safety glasses, ear muffs/plugs, and face shields.
- d. If pricing is equal the District has a preference for Green Certified products.
- e. All products must be approved for use by local, state, and federal guidelines.
- f. All products are to be used in strict accordance with the manufacturers written instructions for that product. Records of application must be logged for each application.
- g. Products that are not safe, per the manufacturer's instructions once applied and dried shall not be used.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- h. Herbicides and pesticides must be approved for the application and should be the least toxic product available for the job.
 - i. List all products you intend to use in your proposal.
 - ii. The district will provide written approval of allowed herbicides and pesticides.
 - iii. Persons applying pesticides and herbicides shall be supervised by someone licensed as required to apply these products. Provide copies of these licenses with your proposal. An example is the landscape and ornamental license.
- i. Provide the school with Material Safety Data Sheets (MSDS) on any product used at the school.
- j. The contractor will purchase all paint and chalk for field lining. The contractor shall receive it and store it in a safe manner until used. Receiving may include pick up from a local supplier.

8. Athletic Field Care Equipment

- a. In general the district has the equipment required to perform the work described in this specification. This includes trucks, trailers, tractors, mowers, utility vehicles, bunker machines, and small dump trucks. This contractor is to use, maintain, and care for this equipment.
- b. Written maintenance and fueling logs shall be kept on all district owned motorized equipment.
- c. This contractor shall assist in the inventory process required by the district.
- d. Equipment shall be used for district business exclusively.
- e. All equipment shall be well maintained and kept in safe working condition.
- f. Equipment that has had safeties bypassed or guards removed shall not be used on district property. These items should be repaired in a timely manner.
- g. Individual minor repairs up to \$500 shall be made by the contractor under this specification. Repairs greater than that shall be paid for by MCSD.
- h. The contractor is responsible for the cost of all repairs caused by lack of maintenance or improper operation.
- i. Provide as part of your proposal an annual equipment replacement budget for consideration. Equipment purchased under this budget remains the property of MCSD.
- j. Provide as part of your proposal an annual equipment repair budget for consideration.
- k. The contractor is responsible to examine and verify existing district equipment prior to submitting a proposal.

9. Irrigation Systems

- a. The district has existing irrigation systems for all Bermuda grass athletic fields. This contractor will become the primary operator of these systems. They will be responsible for operation, maintenance, and repair of these systems.
- b. The district operates the irrigation systems 1-3 times per week for 10 -15 minutes per zone.
- c. Irrigation levels are based on season, use, interlocal agreements, field condition, mandatory water restrictions and district funds availability. This contractor is expected to work as a partner to minimize water use while providing the specified level of field care.
- d. A written log shall be kept on each athletic field. Effectiveness of irrigation shall be checked and logged weekly. Adjustments shall be made as noted.
- e. Sprinkler heads shall be tested once per quarter. Heads that have low flow, level, or elevation problems shall be noted. Head issues shall be addressed within 2 weeks of being noted. Zone leaks and pumping issues should be noted at this time as well. These problems shall be corrected within 1 week of being noted.
 - i. Small river rock less than ½" in diameter may be used around sprinkler heads to aid in maintenance and reduce wear of sprinkler seals. Rock areas shall be less than 9" in diameter.
 - ii. This contractor is responsible for labor and materials for repair of the irrigation system from just downstream of the zone solenoid valve through the sprinkler head.
 - iii. The district is responsible for repairs to the irrigation system from the water supply through and including the zone solenoid valves. The district is also responsible for replacement time clocks.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

10. Evaluation of Athletic Field Maintenance Services

- a. Evaluations will be performed Fall, Winter, and Spring. The evaluations will include one or more managers from the Facilities Department. The contractor shall also send a management level representative to the evaluation. The decision of the Facility Department's manager is final.
- b. The evaluation process will utilize spot checking to verify the landscaping activities listed in this specification. For fields beginning with more than 50% Bermuda grass this evaluation will include comparison of turf growth. For fields with less than 50% Bermuda grass baseline the comparison will be primarily on lack of holes and wear areas. Each site will receive an "A" though "F" letter grade on the conditions found. Our goal is to have schools score B's or better.
 - i. A - Excellent, no bare wear holes. Bermuda grass has increased by more than 10% over previous reading. All athletic events addressed.
 - ii. B - Acceptable, minimal bare wear holes. Bermuda grass has increased by more than 5% over previous reading. All wear areas are filled. All athletic events addressed.
 - iii. C - Needs Improvement, Field turf is not growing strong. Bare areas and wear holes prevalent. Bermuda grass may have decreased by up to 3% over previous reading. All athletic events were addressed. Turf health is in slow decline. If a contractor has 2 or more C's or lower in one year the district will not renew the contract for the following year
 - iv. D - Unacceptable. Weeds prevalent throughout the field. Bermuda grass has decreased by more than 5% over the previous reading. Wear areas unfilled in more than 10% of the field. Turf in moderate decline. Missed one athletic event. Improvement not noted or improvement needed in many areas. The contractor will be given 4 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.
 - v. F - Gross lack of care or missing multiple athletic events. Immediate change required to prevent cancelation of the contract agreement. This includes failure to show up to do the agreed work. The contractor will be given 2 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.

11. Storm Recovery

- a. The District places a priority on getting students safely back into school once a storm is over. Once the mandatory evacuation is lifted and residents are allowed to return, grounds services shall begin again. Provide an hourly labor rate to be used to cover the non-typical work required after a storm. A minimum of six people including a foreman will be needed. Any associated travel expenses for travel to different schools shall be documented for billing.
- b. Recovery Activities may include:
 - i. Cutting up and removing fallen trees to pick up areas.
 - ii. Removal of debris from damaged or flooded buildings.
 - iii. Assistance in drying flooded buildings using wet vacs, push brooms, squeegees, fans, and dehumidifiers.
 - iv. Assistance in picking up brush, branches, and debris on campus property. District maintenance personnel will assist in moving large items with District equipment to facilitate safe handling.
 - v. The District may require 12 hour days during recovery efforts. Time beyond the standard 8 hour work day will be at 1.5 times the normal rate and should be billed separately.

12. Proposal Requirements: Each proposal submitted must include the following documents, each as a tabbed section labeled accordingly.

- a. All required pages from the RFP package typed, signature pages signed and notarized (if applicable).
- b. Proposal – answering all components of RFP including program, schedule and proposed staffing.
- c. Insurance - Proof of insurance at required levels with MCSD listed as additional insured. Be sure to include who holds the licenses for application of pesticides and herbicides.
- d. Pricing - Completed Price Sheet (Appendix A)

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- e. Customer references – Make sure to highlight similar athletic field care jobs (Appendix B)
- f. Company background - indicating capability to do this sized project. Provide documentation showing that your company regularly performs athletic field maintenance, field striping, clay preparation, and turf care. Include any specialized equipment and staff training or expertise you offer beyond the minimum specifications

13. Awarding - proposals will be evaluated using the following matrix:

- a. Proposed program of care to meet minimum requirement 40%
- b. Price 30%
- c. Company background and offerings beyond minimum requirements 20%
- d. Customer references 10%

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

PRICE SHEET – APPENDIX A

Annual Lump Sum Athletic Field Care for upper keys fields including Key Largo School, Coral Shores HS, and Founders Park Baseball.

\$ _____

Annual Lump Sum Athletic Field Care for middle keys fields including Marathon HS and Stanley Switlik School.

\$ _____

Additional cost for Plantation Key School field when it comes on line.

\$ _____

Hourly Rates for additional work (storm recovery, etc.)

Foreman/Lead

\$ _____ /Hour

Crew Member

\$ _____ /Hour

Budgeting Items on District Purchased Items

1st Year Annual Equipment Replacement

\$ _____

2nd Year Annual Equipment Replacement

\$ _____

3rd Year Annual Equipment Replacement

\$ _____

Annual Equipment Repair Budget for repairs over the \$500 limit

\$ _____

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

REFERENCE FORM - APPENDIX B

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

Reference # 1

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Authorized Representative's Signature _____ Date: _____

Name (Printed) and Title: _____

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS RFP 2017703		
DATE:	TIME:	ACTION:
September 17, 2016	8:00 AM ET	Release Solicitation
September 17, 21, 24, 2016	Publication	Notice of Solicitation /Bid Opening
September 29, 2016	8:00 AM ET	Mandatory Walk Through (Open to Public – Starts at Key Largo School 104801, Overseas Hwy, Key Largo, FL 33037)
October 10, 2016	5:00 PM ET	Last day for submission of written questions to MCSD
October 11, 2016	5:00 PM ET	Last day for MCSD to post answers to questions
October 19, 2016	5:00 PM ET	Proposals Due
October 20, 2016	10:00 AM ET	Bid Opening (Open to Public – Marathon High School 350 Sombrero Beach Rd, Marathon, FL 33050)
October 20, 2016	5:00 PM ET	Recommendation to Award
November 15, 2016	5:00 PM ET	Board Meeting (Open to Public – Marathon High School 350 Sombrero Beach Rd, Marathon, FL 33050)

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original and four (4) copies and (1) electronic copy (PDF format – single copy) of the proposal package must be submitted no later than October 19, 2016 at 5:00 PM to:

**Monroe County School District
Administration Building - Purchasing Department
241 Trumbo Road
Key West, Florida 33040**

D. CONDITIONS AND LIMITATIONS

a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.

c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.

d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.

h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.

i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.

j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

E. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. **Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.** Any company not responding to this request with either a proposal or a "NO BID" *may be removed from the active broadcast list.*

- c) **Receipt of Proposals:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **purchasing department** by the specified due date and time.

LATE PROPOSALS WILL NOT BE OPENED.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation

invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "*No Substitutes*" or "*Only*" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

Invitation to Bid being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Jessica.Bailey@KeysSchools.com. The Purchasing Department will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Purchasing Department by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or Invitation to Bid, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to an Invitation to Bid, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION: The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT: The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST
Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on www.demandstar.com**. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT: The purchasing department will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION: The purchasing department reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the purchasing department reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a “Notice to Reject All Bids”.

- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **“Rotating Short List of Contractors”**. An ITB is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent's proposal, either by the purchasing department or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

proposal; however, in the event of a minor omission or oversight on the part of the respondent, the purchasing department (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or Invitation to Bid. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Audit & Finance Committee (AFC) will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the AFC will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so. The AFC shall be solely responsible for determining the acceptability of a proposal.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the purchasing department if it is non-responsive or the respondent is determined to be not responsible. A proposal

is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the purchasing department will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Purchasing Department. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT: The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS: The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned equipment*" or "*blems or seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton

packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at www.KeysSchools.com

42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 8:00 A.M. and 5:00 p.m., Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

new product identical to the one ordered within 30 days of notification at no charge to District.

45. INVOICES AND PAYMENT TERMS: All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five(5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION: 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.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

Date: _____
Applicant's Signature

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too “tight”, i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your “Bidder’s List”.
- ☐ Other (specify below).

REMARKS: _____

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the Bidder’s List of the School Board of Monroe County.

Company Name: _____

Email: _____

Proposal Number: _____

Date: _____

Signature: _____

Fax: _____

Telephone: _____

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

Signature

Date

Printed Name

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which 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, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. 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 violation 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 proposal 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 proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

Vendor's Signature

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am _____, the bidder making the proposal for
the project described as follows:

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Authorized Representative

Date

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who, ___ being personally known, ___ or having produced _____
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')
(REV. 4/13)

THE SCHOOL DISTRICT OF MONROE COUNTY

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: _____ and _____

Nature of services presently being offered to School District: _____

2) I have ____ have not ____, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Date

(Signature of Authorized Representative)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, ____ being personally known, ____ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My commission expires:

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

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 section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature

Date

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

SB 988 – HIGH-RISK OFFENDERS

by Argenziano (*HB 7103 by Safety & Security Council*)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	--

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									

or

Employer identification number									

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
 By signing the filled-out form, you:
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

Monroe County School District
Vendor Information Sheet

Vendor Name: _____

Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____

Monroe County School District

REQUEST FOR PROPOSAL

RFP 2017703

Athletic Field Maintenance Upper and Middle Keys



Members of the Board

District # 1

BOBBY HIGHSMITH

District # 2

ANDY GRIFFITHS

Chairman

District # 3

ED DAVIDSON

District # 4

JOHN R. DICK

Vice-Chair

District # 5

RONALD A. MARTIN

Mark T. Porter

Superintendent of Schools

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: RFP 2017703

SOLICITATION TITLE: Athletic Field Maintenance Upper and Middle Keys

SUBMISSION DUE: October 19, 2016 5:00 PM

SUBMITTED BY: BrightView Landscapes Inc.

(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Purchasing Department

241 Trumbo Road

Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the Web site to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

TABLE OF CONTENTS

Sealed Envelope Label	pg. 2	General Terms and Conditions	pg. 18
Table of Contents	pg. 3	Acknowledgement of Addendum	pg. 25
Introduction	pg. 4	Statement of No Bid	pg. 26
Signature Page for Bid	pg. 5	Contractor Rules	pg. 27
Scope of Work	pg. 6	Debarment Certification	pg. 28
Appendix A	pg. 13	Identical Tie Proposal	pg. 29
Appendix B	pg. 14	Non-Collusion Affidavit	pg. 30
General Information	pg. 15	Public Entity Crime Statement	pg. 31
- Calendar of Events		Relationship Disclosure Affidavit	pg. 32
- Submittal Requirements		Drug Free Workplace Form	pg. 33
- Conditions and Limitations		High Risk Offenders	pg. 34
- Insurance Requirements		Request for Taxpayer Identification No.	pg. 35
		Vendor Information Sheet	pg. 36

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

INVITATION TO BID

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

RFP 2017703

Athletic Field Maintenance Upper and Middle Keys

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com . The public record documents are available on the district web site at www.KeysSchools.com or by contacting the Purchasing Department, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, Jessica.Bailey@KeysSchools.com

All proposals must be received by the Purchasing Department on or before October 19, 2016 at 5:00 PM. No waivers shall be allowed for proposals which have not been submitted to the Purchasing Department by the deadline date. One (1) original, four (4) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

Monroe County School District
Administration Building
Purchasing Department, Room 119
241 Trumbo Road
Key West, Florida 33040

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

Released in Key West, Florida, September 17, 2016.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

**District School Board of Monroe County
Purchasing Department**

PROPOSAL FORM

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

BID DUE DATE / TIME: OCTOBER 19, 2016 5:00 PM

BID OPENING DATE/TIME: OCTOBER 20, 2016 10:00 AM

**RETURN ONE (1) SIGNED ORIGINAL, FOUR (4)
COPIES AND ONE (1) ELECTRONIC COPY (PDF FORMAT)
OF THE PROPOSAL FORM. NO OTHER PROPOSAL
FORM WILL BE ACCEPTED**

**PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.**

**IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.**

BrightView Landscapes Inc.

NAME OF COMPANY

4155 E. Mowry Dr. Homestead fl 33033

ADDRESS OF COMPANY

Jose Zepeda Branch Manager

PRINT NAME OF AUTHORIZED SIGNATURE

Jose.zepeda@brightview.com

EMAIL ADDRESS

305-258-8011

TELEPHONE No.

305-258-0809

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original)

Date 10/14/16.

Name of Proposer's Authorized Representative

Josi Zepeda

Title of Proposer's Authorized Representative

Branch Manager

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

Scope of Work

1. General Information

- a. The Monroe County School District is requesting proposals for athletic field maintenance on fields located in the Upper and Middle Keys (from Key Largo to Marathon). This maintenance contract will be for one year with the option to renew for up to three additional years.
- b. **There will be a mandatory walk through to examine the district athletic fields and equipment on September 29, 2016 at 8:00 AM at the Key Largo School, 104801 Overseas Highway, Key Largo, FL 33037. Vendors should sign in with the front office.**
 - i. From Key Largo School all district athletic fields will be visited ending in the Marathon area.
 - ii. After mandatory walk through, additional school visits for proposals shall be coordinated with each individual school. (NOTE: Vendors require escort when students are on campus, therefore, it is best to visit outside of student hours.)
- c. Companies must be able to provide documentation to demonstrate that they have been successfully performing similar work for at least three years.
- d. Insurance including Workers Compensation insurance shall be maintained at the levels specified in the contract made with the District.
- e. Communication – provide management level contact for school administrators to discuss concerns regarding services or performances. Vendor management is solely responsible for performance and discipline of its employees.
- f. When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- g. Fraternization – The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in activities encompassed by this agreement are strictly forbidden from participating in any manner and form of interaction with the students of Monroe County Schools. Violation of this provision may result in the removal of the people involved from the school site and prohibition from working there again
- h. Subcontracting
 - i. The vendor is to be the primary service provider and shall perform the work described in this specification with their employees.
 - ii. In general the subcontracting of any part of this work is not allowed. If special situations warrant it the District may allow exceptions if it is in the District's best interest. All situations where a subcontractor is used must be approved in writing by the District prior to the subcontractor beginning work.
- i. This contractor shall provide all labor, materials, and equipment required to perform the services described in this specification.
- j. Pricing shall be lump sum to cover the responsibility district wide in the areas specified.
- k. Provide in your proposal a schedule or program indicating the services you will provide and the intervals at which you will perform them to execute the work of this contract.
- l. Notify the school administration of any unsafe condition that is noted that is outside of the scope of this specification.
- m. All grounds work performed shall comply with all State and Federal regulations with regards to wetlands, hammocks, and native vegetation. If requested work could violate these standards please submit to the District Assistant Director of Facilities. A written ruling will be obtained that the contractor shall follow.
- n. Billing shall be monthly. Present bills via email to the Director of Facilities. If the work is acceptable they will approve it for payment. Work not acceptable shall be prorated and deducted from the submitted bill.
 - i. The district will notify the contractor via email that a field does not meet contract specifications.
 - ii. The contractor will have one 24 hour day after notification to correct the condition. If the field is not corrected, the contractor will be notified and payment will be deducted from the next payment per the following scale.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

1. High school athletic field out of specification, \$200/day.
2. Elementary or Middle school field out of specification, \$100/day.
3. Improper or missed lining for a High School athletic event, \$500.
4. Failure to submit log books for the proceeding week by close of business on Monday, \$100/field.

2. Staffing

- a. All staff shall be badged through the District personnel office. This ID badge is to be worn at all times while on the campus.
- b. Ground/landscaping staff shall wear company shirts of the same color with the company's logo to allow for their identification on the school grounds.
- c. Each crew or team shall have a foreman or lead. This person must be able to communicate with the school office staff and the school Athletic Director verbally and in writing, in English. This employee shall check in with the office and Athletic Directors as needed to coordinate special needs or concerns.
- d. The contractor is required annually to train their staff in safe work principals included but not limited to:
 - i. Blood borne pathogens
 - ii. Hazard communication and the importance of MSDS
 - iii. Personal protection Equipment (PPE)
 - iv. Basic electrical safety
 - v. Ladder and elevated surface safety.
 - vi. The District may provide up to 2 days training in these areas via DOE and our insurance administrator. If training is made available custodial staff is required to attend.
- e. The contractor is required to train their staff in all landscaping, turf care, and athletic field lining procedures prior to them starting work on the school jobsite. Training shall include manual techniques, procedure, and apparatus training. Provide the district with copies of any training programs and sign in sheets from any training sessions.

3. Sites and sports to be included, including the athletic events where game preparations would be required.

- a. Key Largo School multi use field - general purpose play field not used for district sports at this time.
- b. Coral Shores High School football field
 - i. High School football
 - ii. Boys soccer
 - iii. Girls soccer
 - iv. Boys lacrosse
 - v. Girls lacrosse
 - vi. Band including summer camp
 - vii. Track and field events, discus and shot put
- c. Coral Shores High School softball field/practice field
 - i. Lining for football and lacrosse practices, and occasional lining for PE class
 - ii. Girls Softball
- d. Plantation Key School FUTURE, estimated 2019
 - i. Routine mowing of Bermuda field
 - ii. Monthly infield dragging and occasional base maintenance needed for PE activities.
- e. Founders Park Baseball field
 - i. Routine mowing and field care December-June only. All aspects included.
 - ii. Prepare infield in December
 - iii. Year round care of irrigation system
 - iv. High School baseball
- f. Marathon High School baseball/football combination field
 - i. High School football
 - ii. High School baseball

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- iii. Boys soccer
- iv. Girls soccer
- v. Marathon High School softball field - girls softball
- g. Switlik School multi use field
 - i. No District sports are played on these fields.
 - ii. Infield maintenance required for PE and little league.
 - iii. Game lining by others.

4. Athletic Field Care Standards

- a. A written log book shall be maintained for each field. **THIS IS NOT OPTIONAL**. This log shall be a bound log book with pages that cannot be easily removed without tearing. All entries shall begin with the date. Entries shall be made sequentially in a log type fashion. A copy of this log shall be made each Friday afternoon for the preceding week. This copy shall be submitted to the Maintenance department management the following Monday. Entries shall be made as follows.
 - i. Weekly condition of the field.
 - ii. Adjustments to irrigation system.
 - iii. All maintenance activities including mowing.
 - iv. Any treatments applied to the field including the amount and rate of the application.
- b. Bermuda grass fields shall be maintained between 3/4" and 2" in length during the school year. Exact height shall be as coordinated with the Athletic Director or coach that is the primary user of that field.
 - i. Mowing intervals shall be determined such that no more than 33% of the grass length is cut during mowing.
 - ii. Off season mowing can be reduced to allow other field maintenance work. The maximum allowable height during this period is 4". Grass level shall be reduced gradually to playing height prior to the playing season following the 33% rule above.
- c. Athletic fields must have all trash, sticks, and rocks removed prior to cutting.
- d. Review and recommend maintained mowing height based on, the season, and anticipated rain conditions. Maintain longer grass in drought situations if directed to do so in writing by Maintenance Department management.
- e. Athletic fields are to be mowed with reel type athletic field mowers. Care shall be given to provide a clean, level, and evenly mowed playing surface.
- f. Trim areas that mowers cannot go with weed eaters or push mowers.
- g. Weed control shall be maintained and constantly improved. Weeds shall be treated in the pre-emergent state and in the emerged state.
 - i. Fertilizer program shall include pre-emergent weed treatment.
 - ii. Weed treatment shall include spot treatment and full field treatment. Spot treatment shall be at a minimum performed weekly. Indicator shall be used control application and visually show all areas were treated.
- h. Include a fertilizer program appropriate for the maintenance of Bermuda grass athletic fields. At a minimum this shall include quarterly application of granular time released fertilizer. Include material and labor associated with applying fertilizer to the field.
- i. Aerovating and verticutting – the District has equipment to be used to increase field health by aerovating or verticutting. Varsity athletic fields shall be aerovated or verticut at least once per year during the off season. Allow at least four weeks recovery prior to the next athletic event.
- j. Top Dressing – each summer the field shall be evaluated by the contractor for top dressing. If deemed necessary by district and if district funds are available to purchase the materials, this contractor will receive and place the materials using the top dressing machine.
- k. Wear areas and holes shall be kept filled with a sand/soil mixture to allow safe play and promote turf growth. During the summer wear areas shall be patched with turf from outside. This contractor shall provide the replacement sod and labor to install.
 - i. Prior to installing new sod areas are to be squared and leveled.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- ii. Sod grade shall be the same as the adjacent field. Gaps shall be less than 1" and shall be filled to make the field playable.

5. Clay Infields

- a. Clay areas shall be maintained in a playable condition during the actual season including preseason training and postseason play.
- b. All clay work shall be evaluated two months prior to the baseball or softball season beginning. Trimming of the infield, addition of clay, resetting bases, and reworking the pitcher's mound shall be done at this time.
- c. Clay areas shall be maintained free of weeds, rocks, and sticks.
- d. During baseball and softball seasons, clay areas shall be dug each day prior to use. This includes preseason practices. Clay shall be wetted down prior to dragging.
- e. Infield areas shall be retrimmed annually to remove the lip that forms around the infield. No more than a 2" rise is acceptable. The District has a sod cutter that is used to remove the excess material.
- f. Recommend clay needed for the next budget year at the end of the season. The district will purchase the clay as funds are available and the contractor shall place and spread the clay.

6. Striping and lining for games

- a. Field striping will be required for all games including Junior Varsity (JV). Varsity level game striping should be done the day of the game. On rare occasions where two varsity sports are home in the same area on the same day, for the same school, painted lines on grass can be done the day before. JV game lines shall be less than 3 days old and must be highly visible. All chalk lines shall be done fresh for each game for games starting M-F 8 AM through 4 PM.
- b. Lining configurations shall be coordinated with the coaching staff for that sport and must be acceptable to the game officials. Additional markings required by the officials will be done. Decorative markings on the field shall be done by volunteers or booster clubs and are not part of this contract.
- c. JV participation varies greatly each year and are included in this contract. Not every program will have a JV team. JV events on grass fields do not require same day lining as long as lines are visible and acceptable to the game officials. JV baseball or softball infields shall be done each day prior to the game.
- d. Game striping after hours, Saturdays, Sundays, and during school breaks or holidays shall be done by the district coaching staff. Equipment and templates for lining shall be left secured but available to the coaching staff.

7. Grounds maintenance supplies

- a. All materials needed to perform the work described in this specification are to be provided by this contractor unless specifically identified to be provided by the district.
- b. The contractor is to provide all manual hand tools needed to perform all work described in this specification. This contractor shall replace these as needed during the time of the contract. These tools include but are not limited to: Shovels, rakes, hoes, post hole diggers, Johnson bars, crow bars, picks, spades, screwdrivers, wrenches, sockets, socket drivers, pliers, channel locks, and hand held power tools.
- c. The contractor shall supply and enforce the use of all personal protection equipment for their staff. This includes PPE devices like gloves, masks, respirators, aprons, smocks, garments, safety glasses, ear muffs/plugs, and face shields.
- d. If pricing is equal the District has a preference for Green Certified products.
- e. All products must be approved for use by local, state, and federal guidelines.
- f. All products are to be used in strict accordance with the manufacturers written instructions for that product. Records of application must be logged for each application.
- g. Products that are not safe, per the manufacturer's instructions once applied and dried shall not be used.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- h. Herbicides and pesticides must be approved for the application and should be the least toxic product available for the job.
 - i. List all products you intend to use in your proposal.
 - ii. The district will provide written approval of allowed herbicides and pesticides.
 - iii. Persons applying pesticides and herbicides shall be supervised by someone licensed as required to apply these products. Provide copies of these licenses with your proposal. An example is the landscape and ornamental license.
- i. Provide the school with Material Safety Data Sheets (MSDS) on any product used at the school.
- j. The contractor will purchase all paint and chalk for field lining. The contractor shall receive it and store it in a safe manner until used. Receiving may include pick up from a local supplier.

8. Athletic Field Care Equipment

- a. In general the district has the equipment required to perform the work described in this specification. This includes trucks, trailers, tractors, mowers, utility vehicles, bunker machines, and small dump trucks. This contractor is to use, maintain, and care for this equipment.
- b. Written maintenance and fueling logs shall be kept on all district owned motorized equipment.
- c. This contractor shall assist in the inventory process required by the district.
- d. Equipment shall be used for district business exclusively.
- e. All equipment shall be well maintained and kept in safe working condition.
- f. Equipment that has had safeties bypassed or guards removed shall not be used on district property. These items should be repaired in a timely manner.
- g. Individual minor repairs up to \$500 shall be made by the contractor under this specification. Repairs greater than that shall be paid for by MCSD.
- h. The contractor is responsible for the cost of all repairs caused by lack of maintenance or improper operation.
- i. Provide as part of your proposal an annual equipment replacement budget for consideration. Equipment purchased under this budget remains the property of MCSD.
- j. Provide as part of your proposal an annual equipment repair budget for consideration.
- k. The contractor is responsible to examine and verify existing district equipment prior to submitting a proposal.

9. Irrigation Systems

- a. The district has existing irrigation systems for all Bermuda grass athletic fields. This contractor will become the primary operator of these systems. They will be responsible for operation, maintenance, and repair of these systems.
- b. The district operates the irrigation systems 1-3 times per week for 10 -15 minutes per zone.
- c. Irrigation levels are based on season, use, interlocal agreements, field condition, mandatory water restrictions and district funds availability. This contractor is expected to work as a partner to minimize water use while providing the specified level of field care.
- d. A written log shall be kept on each athletic field. Effectiveness of irrigation shall be checked and logged weekly. Adjustments shall be made as noted.
- e. Sprinkler heads shall be tested once per quarter. Heads that have low flow, level, or elevation problems shall be noted. Head issues shall be addressed within 2 weeks of being noted. Zone leaks and pumping issues should be noted at this time as well. These problems shall be corrected within 1 week of being noted.
 - i. Small river rock less than ½" in diameter may be used around sprinkler heads to aid in maintenance and reduce wear of sprinkler seals. Rock areas shall be less than 9" in diameter.
 - ii. This contractor is responsible for labor and materials for repair of the irrigation system from just downstream of the zone solenoid valve through the sprinkler head.
 - iii. The district is responsible for repairs to the irrigation system from the water supply through and including the zone solenoid valves. The district is also responsible for replacement time clocks.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

10. Evaluation of Athletic Field Maintenance Services

- a. Evaluations will be performed Fall, Winter, and Spring. The evaluations will include one or more managers from the Facilities Department. The contractor shall also send a management level representative to the evaluation. The decision of the Facility Department's manager is final.
- b. The evaluation process will utilize spot checking to verify the landscaping activities listed in this specification. For fields beginning with more than 50% Bermuda grass this evaluation will include comparison of turf growth. For fields with less than 50% Bermuda grass baseline the comparison will be primarily on lack of holes and wear areas. Each site will receive an "A" though "F" letter grade on the conditions found. Our goal is to have schools score B's or better.
 - i. A - Excellent, no bare wear holes. Bermuda grass has increased by more than 10% over previous reading. All athletic events addressed.
 - ii. B - Acceptable, minimal bare wear holes. Bermuda grass has increased by more than 5% over previous reading. All wear areas are filled. All athletic events addressed.
 - iii. C - Needs Improvement, Field turf is not growing strong. Bare areas and wear holes prevalent. Bermuda grass may have decreased by up to 3% over previous reading. All athletic events were addressed. Turf health is in slow decline. If a contractor has 2 or more C's or lower in one year the district will not renew the contract for the following year
 - iv. D - Unacceptable. Weeds prevalent throughout the field. Bermuda grass has decreased by more than 5% over the previous reading. Wear areas unfilled in more than 10% of the field. Turf in moderate decline. Missed one athletic event. Improvement not noted or improvement needed in many areas. The contractor will be given 4 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.
 - v. F - Gross lack of care or missing multiple athletic events. Immediate change required to prevent cancellation of the contract agreement. This includes failure to show up to do the agreed work. The contractor will be given 2 weeks to correct. If improvement to a C or better is not noted during that time procedures to cancel the contract will begin.

11. Storm Recovery

- a. The District places a priority on getting students safely back into school once a storm is over. Once the mandatory evacuation is lifted and residents are allowed to return, grounds services shall begin again. Provide an hourly labor rate to be used to cover the non-typical work required after a storm. A minimum of six people including a foreman will be needed. Any associated travel expenses for travel to different schools shall be documented for billing.
- b. Recovery Activities may include:
 - i. Cutting up and removing fallen trees to pick up areas.
 - ii. Removal of debris from damaged or flooded buildings.
 - iii. Assistance in drying flooded buildings using wet vacs, push brooms, squeegees, fans, and dehumidifiers.
 - iv. Assistance in picking up brush, branches, and debris on campus property. District maintenance personnel will assist in moving large items with District equipment to facilitate safe handling.
 - v. The District may require 12 hour days during recovery efforts. Time beyond the standard 8 hour work day will be at 1.5 times the normal rate and should be billed separately.

12. Proposal Requirements: Each proposal submitted must include the following documents, each as a tabbed section labeled accordingly.

- a. All required pages from the RFP package typed, signature pages signed and notarized (if applicable).
- b. Proposal – answering all components of RFP including program, schedule and proposed staffing.
- c. Insurance - Proof of insurance at required levels with MCSD listed as additional insured. Be sure to include who holds the licenses for application of pesticides and herbicides.
- d. Pricing - Completed Price Sheet (Appendix A)

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

- e. Customer references – Make sure to highlight similar athletic field care jobs (Appendix B)
- f. Company background - indicating capability to do this sized project. Provide documentation showing that your company regularly performs athletic field maintenance, field striping, clay preparation, and turf care. Include any specialized equipment and staff training or expertise you offer beyond the minimum specifications

13. Awarding - proposals will be evaluated using the following matrix:

- a. Proposed program of care to meet minimum requirement 40%
- b. Price 30%
- c. Company background and offerings beyond minimum requirements 20%
- d. Customer references 10%

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

PRICE SHEET – APPENDIX A

Annual Lump Sum Athletic Field Care for upper keys fields including Key Largo School, Coral Shores HS, and Founders Park Baseball.

\$ 111,941.00

Annual Lump Sum Athletic Field Care for middle keys fields including Marathon HS and Stanley Switlik School.

\$ 108,817.00

Additional cost for Plantation Key School field when it comes on line.

\$ 17,961.00

Hourly Rates for additional work (storm recovery, etc.)

Foreman/Lead \$ 40.00 /Hour

Crew Member \$ 30.00 /Hour

Budgeting Items on District Purchased Items

1st Year Annual Equipment Replacement

\$ 8,000.00

2nd Year Annual Equipment Replacement

\$ 8,000.00

3rd Year Annual Equipment Replacement

\$ 8,000.00

Annual Equipment Repair Budget for repairs over the \$500 limit

\$ 2,000.00

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

REFERENCE FORM - APPENDIX B

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

Reference # 1

Organization Name: Town Of Miami Lakes Telephone # 954-670-4757

Contact Name: Jeremy Bagdaum Email Address: bajdaunj@miamilakes-fl.gov

Scope of Work Provided: Same program on all athletic fields

Project Dollar Value: \$472,000 Present Contract Status: Active Contract Dates: 2013

Reference # 2

Organization Name: Town of Cutler Bay Telephone # 305-238-4166

Contact Name: Etienne Bejarano Email Address: ebejarano@cutlerbay-fl.gov

Scope of Work Provided: Same program on all athletic fields

Project Dollar Value: \$430,419 Present Contract Status: Active Contract Dates: 11-1-14

Reference # 3

Organization Name: City of Homestead Telephone # 305-224-4842

Contact Name: Dennis Maytan Email Address: dmaytan@cityofhomestead.com

Scope of Work Provided: Same program on Harris Field

Project Dollar Value: \$589,000 Present Contract Status: Active Contract Dates: 2011

Authorized Representative's Signature

Date:

Name (Printed) and Title:

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS RFP 2017703		
DATE:	TIME:	ACTION:
September 17, 2016	8:00 AM ET	Release Solicitation
September 17, 21, 24, 2016	Publication	Notice of Solicitation /Bid Opening
September 29, 2016	8:00 AM ET	Mandatory Walk Through (Open to Public – Starts at Key Largo School 104801, Overseas Hwy, Key Largo, FL 33037)
October 10, 2016	5:00 PM ET	Last day for submission of written questions to MCSD
October 11, 2016	5:00 PM ET	Last day for MCSD to post answers to questions
October 19, 2016	5:00 PM ET	Proposals Due
October 20, 2016	10:00 AM ET	Bid Opening (Open to Public – Marathon High School 350 Sombrero Beach Rd, Marathon, FL 33050)
October 20, 2016	5:00 PM ET	Recommendation to Award
November 15, 2016	5:00 PM ET	Board Meeting (Open to Public – Marathon High School 350 Sombrero Beach Rd, Marathon, FL 33050)

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys. The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

One (1) original and four (4) copies and (1) electronic copy (PDF format – single copy) of the proposal package must be submitted no later than October 19, 2016 at 5:00 PM to:

**Monroe County School District
Administration Building - Purchasing Department
241 Trumbo Road
Key West, Florida 33040**

D. CONDITIONS AND LIMITATIONS

- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.
- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

E. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded. Any company not responding to this request with either a proposal or a "NO BID" *may be removed from the active broadcast list*.

- c) **Receipt of Proposals:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **purchasing department** by the specified due date and time.

LATE PROPOSALS WILL NOT BE OPENED.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation

invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "*No Substitutes*" or "*Only*" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

Invitation to Bid being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Jessica.Bailey@KeysSchools.com. The Purchasing Department will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Purchasing Department by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or Invitation to Bid, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to an Invitation to Bid, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION: The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT: The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST
Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on www.demandstar.com**. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT: The purchasing department will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION: The purchasing department reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

- a) **"By Item"**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **"All or None by Group, Section or Category"**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the purchasing department reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **"All or None"** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a "Notice to Reject All Bids".

- d) **"Primary & Secondary Suppliers or Contractors"**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **"Rotating Short List of Contractors"**. An ITB is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **"Qualified Supplier Sourcing"** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent's proposal, either by the purchasing department or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

proposal; however, in the event of a minor omission or oversight on the part of the respondent, the purchasing department (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or Invitation to Bid. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Audit & Finance Committee (AFC) will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the AFC will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so. The AFC shall be solely responsible for determining the acceptability of a proposal.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the purchasing department if it is non-responsive or the respondent is determined to be not responsible. A proposal

is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the purchasing department will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Purchasing Department. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT: The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS: The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned equipment*" or "*blemis or seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton

packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at www.KeysSchools.com

42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 8:00 A.M. and 5:00 p.m., Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

new product identical to the one ordered within 30 days of notification at no charge to District.

45. INVOICES AND PAYMENT TERMS: All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five(5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION: 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.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com

ADDENDUM NO. 1 DATED 9/26/2016

ADDENDUM NO. 2 DATED 10/11/2016

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

ADDENDUM NO. DATED

Date:

10/14/16


Applicant's Signature

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 1
BOBBY HIGHSMITH

District # 2
ANDY GRIFFITHS
Chairman

District # 3
ED DAVIDSON

District # 4
JOHN R. DICK
Vice- Chairman

District # 5
RONALD A. MARTIN

Bid No: RFP 2017703

Name of Bid: Athletic Field Maintenance Upper and Middle Keys

Post Date: 9/26/2016

Notice Post Time: 8:30 AM

Addendum No1

Vendors may bid on this project as a whole or by site. Please indicate in your proposal and on the price sheet which sites you are bidding on.

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 1
BOBBY HIGHSMITH

District # 2
ANDY GRIFFITHS
Chairman

District # 3
ED DAVIDSON

District # 4
JOHN R. DICK
Vice- Chairman

District # 5
RONALD A. MARTIN

Bid No: RFP 2017703

Name of Bid: Athletic Field Maintenance Upper and Middle Keys

Post Date: 10/11/2016

Notice Post Time: 1:30 PM

Addendum No2

On page 9 Section 6.d. is changed and section 6.e. is added as follows:

- d. Unless otherwise noted (section 6.e.), game striping after hours, Saturdays, Sundays, and during school breaks or holidays shall be done by the district coaching staff. Equipment and templates for lining shall be left secured but available to the coaching staff.
- e. Make arrangements for game stripes and lines for up to seven Saturday baseball and seven Saturday softball games for each high school, not to exceed 28 total games.

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your "Bidder's List".
- ☐ Other (specify below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidder's List of the School Board of Monroe County.

Company Name: _____

Email: _____

Proposal Number: _____

Date: _____

Signature: _____

Fax: _____

Telephone: _____

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

Signature

Printed Name

Date

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 14 day of October, 2016.

By [Signature]
Authorized Signature/Contractor

Jose Zepeda Branch Manager
Typed Name/Title

BrightView Landscapes LLC
Contractor's Firm Name

4155 E. Mowrey Drive
Street Address

Homestead, Florida 33033
City/State/Zip Code

305-258-8011
Area Code/Telephone Number

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which 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, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. 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 violation 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 proposal 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 proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

Vendor's Signature

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

NON-COLLUSION AFFIDAVIT

I, Jose Zepeda of the City of Homestead FL
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am Brightview, the bidder making the proposal for
the project described as follows:

Athletic Field Maintenance Upper & Middle Keys.

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

[Signature]
Signature of Authorized Representative

10/14/16
Date

STATE OF Florida

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jose Zepeda,
who, ☒ being personally known, ☐ or having produced _____
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this 14 day of October, 20 16.

[Signature]
NOTARY PUBLIC



RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')
(REV. 4/13)

THE SCHOOL DISTRICT OF MONROE COUNTY

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Jose Zepeda, of the City/Township/Parrish of BrightView Landscapes Inc., State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:
Name of company/vendor: BrightView Landscapes Inc. and
Nature of services presently being offered to School District:

2) I have ___ have not X, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

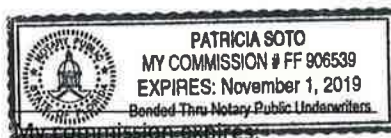
10/14/16
Date

[Signature]
(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jose Zepeda, who, X being personally known, ___ or having produced ___ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 14th day of October, 2016.

[Signature]
NOTARY PUBLIC



DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

BrightView Landscapes Inc.

(Name of Business)

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 section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Applicant's Signature

10/14/16

Date

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

SB 988 – HIGH-RISK OFFENDERS

by Argenziano (*HB 7103 by Safety & Security Council*)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BrightView Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 404083

6 City, state, and ZIP code
Atlanta, GA 30384-4083

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

or

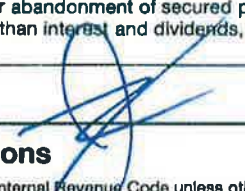
Employer identification number								
9	5	-	4	1	9	4	2	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **10-12-16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

6137442

BUSINESS NAME/LOCATION
BRIGHTVIEW LANDSCAPE SERVICES INC
4155 E MOWRY DR
HOMESTEAD FL 33033

RECEIPT NO.
RENEWAL
96349

EXPIRES
SEPTEMBER 30, 2017
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
BRIGHTVIEW LANDSCAPE SERVICES INC 213 SERVICE BUSINESS

Employee(s) 500

PAYMENT RECEIVED
BY TAX COLLECTOR
\$2250.00 09/08/2016
CREDITCARD-16-051962

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

005266

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

7000425

BUSINESS NAME/LOCATION
BRIGHTVIEW LANDSCAPE SERVICES INC
4155 W MOWRY DR
HOMESTEAD FL 33033

RECEIPT NO.
RENEWAL
7276902

EXPIRES
SEPTEMBER 30, 2017
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
BRIGHTVIEW LANDSCAPE SERVICES INC 196 PLUMBING CONTRACTOR
CARLOS VICTORIA, QUALIFIER
Worker(s) 10

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 09/08/2016
CREDITCARD-16-051962

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

STATE OF FLORIDA

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date September 12, 2016 File No. JB158538 Expires August 31, 2017

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2017 AT

4155 EAST MOWRY DR
HOMESTEAD, FL 33033

BRIGHTVIEW LANDSCAPE SERVICES, INC.
4155 EAST MOWRY DR
HOMESTEAD, FL 33033 Lawn and Ornamental

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date July 18, 2015 File No. JF180312 Expires June 1, 2016

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2016

JOSE ZEPEDA
12455 SW 124TH PATH
MIAMI, FL 33186

Lawn and Ornamental

Adam H. Putnam
ADAM H. PUTNAM, COMMISSIONER



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Brightview Landscape Services, Inc. Location #35210 4155 E Mowry Drive Homestead FL 33033 USA	INSURER A: Illinois Union Insurance Company	27960
	INSURER B: ACE American Insurance Company	22667
	INSURER C: American Guarantee & Liability Ins Co	26247
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570064140228 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		XSLG24558241 SIR applies per policy terms & conditions	10/01/2016	10/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		ISA H09033877	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC508596812	10/01/2016	10/01/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C47862425 WC - AOS C47862437 WC - WI	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County School Board is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Monroe County School Board 241 Trumbo Road Key West FL 33040 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Holder Identifier : BC1Q

Certificate No : 570064140228

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G24558241 001	Policy Period 10/1/16 to 10/1/17	Effective Date of Endorsement 10/1/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Authorized Representative

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G24558241 001	Policy Period 10/1/16 to 10/1/17	Effective Date of Endorsement 10/1/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H09033877	Policy Period 10/1/16 to 10/1/17	Effective Date of Endorsement 10/1/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured
under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



JOHN J. LUPICA, President

Authorized Representative

NAMED INSURED ENDORSEMENT

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G24558241 001	Policy Period 10/1/16 to 10/1/17	Effective Date of Endorsement 10/1/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

It is agreed that the Named Insured is amended to read as follows:

BrightView Landscapes, LLC (f.k.a The Brickman Group Ltd. LLC)
BrightView Landscape Services, Inc. (f.k.a. ValleyCrest Landscape Maintenance, Inc.)
BrightView Tree Care Services, Inc. (f.k.a. ValleyCrest Tree Care Services, Inc.)
BrightView Golf Course Maintenance, Inc. (f.k.a. ValleyCrest Golf Course Maintenance, Inc.)
BrightView Enterprise Solutions, LLC (f.k.a. Brickman Facility Solutions)
BrightView Companies, LLC (ValleyCrest Companies, LLC)
BrightView Chargers, Inc. (f.k.a Brickman Charges, Inc.)

Authorized Agent

SCHEDULE OF NAMED INSUREDS

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H09033877	Policy Period 10/1/16 to 10/1/17	Effective Date of Endorsement 10/1/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIERS COVERAGE FORM AUTO DEALERS COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

BrightView Landscapes, LLC (f.k.a The Brickman Group Ltd. LLC)
BrightView Landscape Services, Inc. (f.k.a. ValleyCrest Landscape Maintenance, Inc.)
BrightView Landscape Development, Inc. (f.k.a. ValleyCrest Landscape Development, Inc.)
BrightView Tree Care Services, Inc. (f.k.a. ValleyCrest Tree Care Services, Inc.)
BrightView Golf Course Maintenance, Inc. (f.k.a. ValleyCrest Golf Course Maintenance, Inc.)
BrightView Design Group (f.k.a. ValleyCrest Design Group)
BrightView Enterprise Solutions, LLC (f.k.a. Brickman Facility Solutions)
BrightView Companies, LLC (ValleyCrest Companies, LLC)
BrightView Chargers, Inc. (f.k.a Brickman Charges, Inc.)
Western Landscape Construction

Named Insured includes First Named Insured; other entities to be covered as of inception and any organization other than a partnership or joint venture, and over which you currently maintain ownership or majority interest, provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) There is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.



JOHN J. LUPICA, President

Authorized Representative

RFP 2017703 – Athletic Field Maintenance Upper and Middle Keys

**Monroe County School District
Vendor Information Sheet**

Vendor Name:	BrightView Landscapes	
Federal EIN/SSN:	95-4194223	
Primary Address:	4055 E. Mowry Drive	
	Homestead Florida 33033	
Payment Address:	4055 E. Mowry Drive	
	Homestead Florida 33033	
Contact Name:	Jose Zepeda	
Phone:	305-258-8011	ext. _____
Fax:	305-258-0809	
E-Mail:	Jose.Zepeda@brightview.com	

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members across BrightView understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.

BrightView's Safety Commitment

- We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a workplace where No One Gets Hurt.
- We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services.
- We foster a culture where all leaders and team members are empowered to address safety risks and prevent incidents and injuries.
- We provide a safe work environment that places significant value on the health and welfare of our team members, and integrates safety into our management decisions and operating practices.
- We regularly train our people on their responsibilities to create and maintain a safe and healthy work environment.
- We hold ourselves accountable to be a leader in business performance which includes as the top priority, our safety performance.
- We comply with Occupational Safety and Health Act (OSHA) regulations and company safety policies that are designed to protect our people from known workplace hazards.

BrightView's Safety Responsibility

At BrightView, ensuring workplace safety is the responsibility of every leader and team member. We empower and expect everyone at BrightView to Take Pride in their role of providing safe services and to Take Care of ourselves, each other and our clients. Through this shared commitment, we live our safety promise every day to provide the highest quality services in the safest manner.


En BrightView nos comprometemos nuestro negocio de una manera responsable. La oportunidad de proporcionar servicios de primera clase y de crear paisajes inspiradores y seguros para nuestros clientes, es un privilegio y una responsabilidad por la cual laboramos arduamente a diario para proteger y mejorar. Al proporcionar un servicio de la más alta calidad, nuestros dedicados miembros del equipo en BrightView comprenden que nada es más importante que la seguridad de nuestra gente, los clientes y las comunidades en donde servimos. Como uno de nuestros valores fundamentales, la seguridad ayuda a definir a BrightView y a la forma en la que impulsamos y proporcionamos confianza por medio de la excelencia.

El Compromiso de BrightView con la Seguridad

- Nos esforzamos de manera activa para mejorar continuamente nuestro desempeño en seguridad a través de la búsqueda incesante de lograr nuestra visión de crear un lugar de trabajo en el cual nadie sea lesionado.
- Inculcamos un sentido de apropiación y de responsabilidad en nuestros miembros del equipo para que todos tengan el derecho de detenerse y cuestionar cualquier actividad de trabajo que cause preocupación sobre su seguridad personal y para reportar peligros o condiciones inseguras en nuestros trabajos o localidades de trabajo, que puedan afectar la seguridad de otros o la seguridad de nuestros servicios.
- Promovemos una cultura en la cual todos los líderes y miembros del equipo están autorizados para reducir riesgos de seguridad y prevenir incidentes y lesiones.
- Proporcionamos un ambiente de trabajo que le da un valor significativo a la salud y al bienestar de nuestros miembros del equipo, e integra la seguridad a nuestras decisiones administrativas y prácticas operacionales.
- Con regularidad capacitamos a nuestra gente sobre la responsabilidad que tienen de crear y mantener un ambiente de trabajo saludable y seguro.
- Nos hacemos responsables por ser líderes del desempeño de nuestro trabajo lo cual incluye como prioridad principal, nuestro desempeño en seguridad.
- Cumplimos con las reglas de La Administración de Seguridad y Salud Ocupacional (OSHA en Inglés) así como también con las de la compañía que han sido diseñadas para proteger a nuestra gente de los ya conocidos riesgos en el lugar de trabajo.

La Responsabilidad de BrightView con respecto a la Seguridad

En BrightView, garantizar la seguridad del lugar de trabajo es responsabilidad de todo líder y miembro del equipo. En BrightView, los apoyamos y esperamos que todos se sientan orgullosos por el papel que desempeñan al proporcionar servicios seguros y al cuidarse unos a otros, a sí mismos y a nuestros clientes. Por medio de este compromiso compartido, diariamente desempeñamos nuestra promesa con la seguridad para proporcionar los servicios de la más alta calidad de la manera más segura.

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	1 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

1. Purpose

It is a company objective to provide a safe, healthy and engaging work environment. Your safety, the safety of your fellow workers, customers, and the general public requires that you make safety a priority while performing your work.

A current annual copy of this document must be available for use at all active jobsites and within all production and supervisor vehicles.

2. Scope

These rules apply to all BrightView team members engaged in company work.

3. Escalation

Concerns or questions relating to the Company Safety Rules should be brought to the attention of your immediate supervisor or Area EHS Director.

4. Corrective Action Process

The company tries to keep rules to a minimum where possible. However, when groups of people work together, there must be guidelines to ensure safety is a priority, to provide direction, and to protect team members, customers and the public. Therefore, the following guidelines have been established to ensure a common understanding of the expected safe work behaviors.


When a team member fails to comply with safety policies, procedures, rules, guidelines or to follow a supervisor's instructions, it not only places the offending team member at risk of injury but it can also place fellow team members in jeopardy. The company takes safety violations seriously; the company understands the vast majority of team members realizes the value of their jobs and conduct themselves in a safe, professional and responsible manner. In an effort to avoid misunderstandings, the company has developed these Code of Safe Work Practices and Safety Rules. Team members should fully understand these safety rules and the corrective action process utilized to ensure these rules are adhered to.

5. Investigation of Injuries, Incidents and Unsafe Actions

All reports of injuries, accidents, incidents of unsafe behavior, or violations of safety policies will be investigated as soon as possible, but no later than 24 hours following notification of the incident.

The company strictly prohibits any form of retaliation against a team member who reports an injury, an unsafe condition or in good faith makes a complaint, raises a concern, provides information or otherwise assists in an investigation or proceeding regarding any conduct that he or she reasonably believes to be in violation of the company's Safety Policies, procedures, rules or regulations.

No team member should be discharged, demoted, suspended, threatened, harassed, intimidated, coerced, or retaliated against in any manner as a result of his or her making a good faith complaint or assisting in the handling or investigation of a good faith complaint.

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	2 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

6. Reporting Violations

If you believe you have been retaliated against or that any other violation of this policy has occurred, or if you have questions concerning this policy, you must immediately notify Human Resources or your immediate supervisor.

Any team member who violates this anti-retaliation provision is subject to disciplinary action, up to and including termination of employment.

7. Accountability of Branch Management and Leadership

Branch Management and Leadership has the responsibility to train and direct all team members in safe work practices and to provide sufficient oversight and monitoring to ensure policies, procedures and safety rules are followed. Branch Management and Leadership found to have knowingly failed in this responsibility will receive corrective action.

The goal of the company is to correct unacceptable behavior by educating, training, disciplining or coaching team members found violating the safety procedures and rules. More serious rule violations will carry more severe corrective action.

Violations of safety policies, procedures and/or failure to report safety violations will generally result in progressive corrective action up to and including termination. Corrective action may result regardless of whether an injury occurs. The safety violations and categories of safety violations listed below are not meant to be all inclusive. The company reserves the right, in its sole discretion, to skip one or all disciplinary steps depending on severity of infraction.

8. Violation Definitions


Major Violations - Corrective Action

Major violations are infractions involving conduct that is so inherently dangerous that it cannot be tolerated. Generally, these are infractions such that if injury were to occur it could be severe or life threatening. Team members may be terminated for such violations regardless of whether an injury results from the infraction. Some examples include, without limitation:

- Possession and/or use of alcohol, drugs or drug paraphernalia during the work day or working under the influence of alcohol or drugs (including marijuana)
- Removing safety devices from equipment
- Workplace violence
- Not using approved safety equipment (e.g., seatbelts, ROPS, PPE)

General Violations – Progressive Corrective Action

General violations are infractions which, if injury were to result it would likely be less severe than major violations. Team members may be subject to corrective action regardless of whether an injury results from the infraction. Should a team member fail to correct the issue or behavior, the manager may then decide to escalate to the next level of formal corrective action. Formal corrective action generally fits into one of the following four categories, depending on the severity of the offense:

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	3 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

- Verbal Notice (documented);
- Written Warning;
- Written Warning w/Suspension; and
- Termination.

The primary purpose of a Warning Notice is to impress upon the team member the need for corrective action and/or a behavioral change on his or her part. The accumulation of two written warnings for the same **or different** offenses may result in a disciplinary action up to suspension without pay or termination. Accumulation of three written warnings for the same **or different** offenses will result in discharge. In general, a record of prior disciplinary action may be disregarded after a rolling 12 month period has lapsed without any further infractions by the team member, although the company may consider infractions over a more extended period of time if, in the company's sole discretion, a team member's record year over year represents a pattern of conduct.

9. General Safety Rules

1. Every crew truck and trailer shall be equipped with a water cooler and drinking cups to provide enough water throughout the work day. It is recommended that team members drink at least one quart of clean, cool drinking water per hour.
2. Report all accidents/injuries/incidents to a supervisor or a member of management immediately, but in all cases, before the end of the shift, whether or not medical treatment is required.
3. Team members shall, at all times, be aware of their surroundings and avoid distractions to prevent injuring themselves and others or causing damage to property, equipment or vehicles.
4. Visually inspect jobsites before starting or leaving work and correct any unsafe conditions. Any potentially unsafe act or condition must be reported to a supervisor or a member of management immediately, and must be corrected before starting, continuing or leaving a jobsite.
5. When preparing to lift an object, assess the load. If load is over 50 pounds, or awkward in nature such as a full burlap, get help or use a lifting device and/or ramp. Use proper lifting techniques. Lift with the back straight and legs bent.
6. When assisting a person whose injury results in bleeding, team members should protect themselves against bloodborne pathogens by wearing latex or vinyl gloves.
7. Good housekeeping is to be maintained at all facilities, jobsites and in all company vehicles. Store all materials in their proper place and clean as you go to prevent trip hazards.
8. Smoking is prohibited in company vehicles and on company property unless it has been specifically designated by Management as a smoking area.
9. Horseplay is not permitted at any time.


	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	4 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

10. Team members shall not enter into certain areas that may be posted "Authorized Personnel Only" unless they are cleared by authorized Management to do so.
11. Unauthorized individuals/non-team members are not permitted into any company work areas.

10. Personal Protective Equipment Safety Rules

1. Chainsaws are prohibited in the field unless accompanied by required PPE; chaps, hardhat, safety glasses, face protection, hearing protection, and gloves. Chainsaw chaps and all other required PPE shall be worn when using a chainsaw on the ground.
2. Hedge trimmer chaps and all other required PPE shall be worn when using gas shears.
3. Snake chaps must be used when conducting work in snake prone areas or where snakes have been observed.
4. ANSI Z87-approved eye protection shall be worn at all times while performing job tasks. Face shields with safety glasses or goggles shall be worn when required by jobsite specifications, task specifications or when an additional hazard is present.
5. In an abundance of caution, the company provides hearing protection. Such company-approved hearing protection devices must be used when operating any power equipment. Music/audio earphones/headsets are not allowed while working.
6. All team members shall wear ANSI-approved class 2 shirts or vests when engaged in outdoor operations. Class 3 garments shall be worn in 40+MPH traffic areas or as mandated by State regulations.
7. A Coast Guard approved Type II or III life vest is required for any work near lakes, retention ponds or bodies of water where team members are working in, near or above water and there is the potential for unsafe footing, slips, or falls. A life vest is also required any time a team member is working upon a boat or floating platform.
8. Team members responsible for mixing, handling or applying chemicals must follow the instructions on the labels/Safety Data Sheets (SDS) and wear the appropriate personal protective equipment (PPE).
9. Footwear for team members engaged in field and shop operations must, at a minimum:
 - Be lace-up over-the-ankle footwear of leather or equally firm material, and laced firmly to the top.
 - Have adequate tread on the soles of the boots to prevent slips and falls.
 - Sneakers or casual shoes are not allowed.


Safety toe boots are required for maintenance operations.

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	5 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

10. A hard hat shall be worn when an overhead hazard exists, when required by jobsite specifications, task specifications or when required by a client. This includes, but is not limited to, tree trimming/pruning. Hard hats are also required when Golf Maintenance team members are working on a golf course during play.
11. Personal protective equipment shall be cleaned and inspected daily or at each use. Missing, worn, or defective PPE shall be replaced prior to continuing work. All personnel in the field must wear proper PPE, even if just observing.
12. Hand protection is to be worn by all team members when engaged in field or shop operations. Specialty hand protection is required when engaged in blade sharpening, chemical application, when exposed to bloodborne pathogens, or while performing janitorial services.

11. Vehicle Safety Rules


1. Seatbelts must be used by all vehicle occupants when vehicle is in motion.
2. Personnel may never be transported in the bed of the vehicle, trailer or as a passenger on equipment, including off-road jobsites.
3. Automobile drivers shall have a valid driver's license and an approved driving record that meets Company policy in order to drive a Company vehicle. Driver's license must be applicable to the State laws respective to residency and employment. Driver's should report immediately to their supervisors if anything should impact the validity of their licenses and otherwise refrain from driving for the Company until the matter is resolved.
4. Hands-free devices are required for all drivers when operating a company-owned or leased vehicle. All drivers shall comply with local ordinances with respect to phone use.
5. Drivers are prohibited from using, texting or holding a cellular phone or any type of electronic device including GPS while vehicle is in motion.
6. Drivers shall obey all local and state traffic laws.
7. Always use a spotter when backing up vehicles with towed units and when rear view is obstructed. Walk around your vehicle to check for obstacles before moving. If working alone a spotter may not always be available. At a minimum, walk around your vehicle to check for obstacles before moving.
8. Remove all keys from trucks and equipment when exiting or dismounting.
9. All Commercial Motor Vehicles and any towed unit not attached to a towing unit shall be chocked when stopped and engaged in work.
10. All production vehicles must be equipped with a complete first aid kit (minimum size – 10 person kit) and annually inspected type ABC fire extinguisher.

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	6 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

11. All production vehicles must be equipped with proper decals, including the "How's My Driving" information complete with phone number and vehicle ID number.
12. All company vehicles shall be inspected prior to each use. Damaged or defective vehicles shall be immediately tagged "out of service" or "damaged, do not use" and removed from service until repaired by manufacturer or the designated individual responsible for vehicle repair.

12. Equipment Safety Rules

1. No riding (seat provided) equipment is allowed within 10 feet of any body of water.
2. Any team member using a stand-on mower inside 10 feet of the water's edge (inside the safety zone) shall wear a Coast Guard approved Type II or III life vest and be trained on its use. If no such life vest is available or if you have not been trained on its use, a stand-on mower shall not be used.
3. When mowing within 10 feet from the edge of vertical drop. (i.e., retaining wall, shore line, etc.), you shall use a walk-behind mower, push mower and/or string trimmer.
4. No riding mowing equipment is allowed on slopes greater than 15 degrees. Slope conditions steeper than 15 degrees shall be mowed utilizing equipment such as string line trimmers or walk behind equipment without sulkies or velkies.
5. No team member is permitted to work on, service, make adjustments, or repair any equipment, machine, or electrical system that is running or energized. All power must be isolated and in direct control of the qualified service person.
6. Never reach under or into equipment while it is running. Shut down equipment and wait 15-25 seconds before making adjustments or corrections. The team member making the adjustment must be in sole control of the equipment and be the only person able to turn on the equipment.
7. Equipment is to be operated only by authorized team members who have been instructed and documented in the use and operation of the equipment and the proper safety protection for that equipment.
8. Portable fuel is to be kept in an approved, Type I or Type II, metal safety can, with self-closing lid and spark arrestor. Fuel types will be appropriately labeled on the side of each metal safety can. If in doubt, ask your supervisor which fuel is contained in which can.
9. Equipment shall be inspected prior to each use. Damaged or defective equipment shall be immediately tagged "out of service" or "damaged, do not use" and removed from service until repaired by manufacturer or service company.
10. Folding ladders shall only be used in the fully opened and locked position. Do not stand or sit on the top two steps of any ladder. Follow all manufacturers' instructions and warnings.

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
		Revision #	2
		Implementation Date	October 1, 2015
Page #	7 of 9	Last Reviewed/Update Date	May 9, 2016
Procedure Owner	Jason Niemiller	Approval	Executive Safety Steering Committee

11. Use only ANSI approved ladders that have all required safety devices and warning labels attached.
12. Ladders shall be inspected prior to each use. Damaged or defective ladders shall be immediately tagged "out of service" or "damaged, do not use" and removed from service until repaired by manufacturer or service company.
13. Only rear-handled chainsaws are permitted for ground based operations. Top-handled chainsaws are restricted to certified climbers in approved arbor operations.
14. All construction and maintenance equipment must be started and operated from the driver's seat and not from the side of the equipment. Seatbelts are mandatory and shall be used on any equipment with rollover protection (ROPS).
15. Allow all power equipment to cool off before fueling, storing or servicing.
16. Whenever equipment must be left unattended where the operator is not within direct line of sight, turn off the engine if it is powered and secure it by chains, cables or lockable means and remove keys.
17. Store all sharp hand tools in sheath or scabbard when not in use.
18. All equipment shall be properly secured during transport. All construction equipment, all vehicles/tractors and any mowing equipment with 72" capacity or larger shall be secured to the transporting unit by a 4-point restraining system (independent restraining devices). Any equipment with a boom (i.e., backhoe, etc.) must also have an additional restraining device to secure the boom.

13. Jobsite Safety Rules

1. All work along roadways must be performed in a temporary work zone consisting of traffic cones/markers and advance warning signs.
2. No work is permitted within 10 feet of electrical conductors. Only fiberglass ladders may be used within this 25 foot safety zone.
3. No team member is to store or transfer any material/chemical from or into an unmarked unlabeled container or package.
4. Non-potable water storage shall be labeled as "NON POTABLE WATER – DO NOT DRINK." Water lines on the jobsite may contain unfiltered water and chemicals. Team members shall not access homeowner water sources unless specifically authorized or if needed to extinguish a fire.



EHS

Procedure

Company Safety Rules
(Code of Safe Conduct)

Procedure #

BEHS-001

Revision #

2

Implementation Date

October 1, 2015

**Last Reviewed/Update
Date**

May 9, 2016

Approval

Executive Safety
Steering Committee

Page #

8 of 9


Procedure Owner

Jason Niemiller

5. Team members shall keep a minimum distance of 10 feet from any piece of equipment while in operation and from vehicles or equipment being loaded or unloaded. Operators must power down equipment when persons are within 10 feet of the machine.
6. In case of an emergency, team members shall know their jobsite emergency procedures.
7. Under no circumstances are team members allowed to handle needles that may be found on a jobsite or on a client's property. Instead, notify a supervisor or client representative to arrange for disposal of these hazards.

14. Arbor Work Safety Rules

1. All tree care operations will comply with ANSI Z133.
2. Climbers shall only use climbing equipment that is issued by the company.
3. A pre-job hazard assessment and briefing shall be conducted and documented by the crew leader prior to beginning tree care services.
4. Drop zones shall be established and cordoned off.
5. A documented PPE inspection by the Crew Leader is required daily.
6. Climbers, aerial lift operations and grounds personnel shall wear approved hard hats with chin straps.
7. All climbers shall use an approved work positioning saddle.
8. Climbers shall always use high visibility climbing ropes.
9. Climbers shall have a climbing rope and work positioning lanyard with a manufactured eye splice in use at all times when working in a tree.
10. Climbing lines used in open climbing systems are required to have a manufactured eye splice.
11. When body thrusting, a climber shall be tied to or on belay at all times. A prussic loop shall be used when foot locking into a tree.
12. Climbers shall inspect climbing ropes before each use and replace if excessively worn or damaged.
13. Prior to operating a chainsaw in a tree, climbers shall be secured by 2 points of attachment (climbing line and lanyard with a manufactured eye splice). This includes working from a ladder.
14. When using a chainsaw in a tree, the chainsaw shall be secured by a chainsaw lanyard.

	EHS	Procedure	Company Safety Rules (Code of Safe Conduct)
		Procedure #	BEHS-001
Page #	9 of 9	Revision #	2
		Implementation Date	October 1, 2015
Procedure Owner	Jason Niemiller	Last Reviewed/Update Date	May 9, 2016
		Approval	Executive Safety Steering Committee

15. Pole pruners and pole saws shall be securely positioned at or below the climber's waist. Never hang a pole saw on limbs above you. Pole pruners and pole saws should be secured with a rope or lanyard whenever possible.
16. Team members shall not perform line clearance work. Always maintain a minimum 10 feet of clearance from all energized conductors (direct or indirect contact). If necessary, use a dedicated spotter to keep you and your equipment at least 10 feet away.
17. Never reach into the infeed shoot area of any chipper when chipper is running. Use larger branches to feed smaller material. Never reach into the infeed shoot area of any chipper when chipper is running. Use larger branches to feed smaller material. All Brush Bandit, Woodchuck and Morbark chippers are required to have a wooden push paddle.
18. Tear-away safety vests or ANSI approved high visibility shirts shall be worn on all tree care work sites. Class 3 vests shall be used when working around public and private roads.
19. Chainsaw chaps are required anytime a chainsaw is operated on the ground. Regardless of design, chainsaws shall be operated with two (2) hands. Drop starting a chainsaw is a prohibited practice.

Applicable project-specific rules and policies may supersede those set forth in this document. Further, to the extent governed by an applicable collective bargaining agreement, such agreement may supersede these rules and/or policies. Contact your immediate supervisor, HR support team, or Area EHS Director for assistance.

CHANGE REGISTRY			
DATE	DESCRIPTION / EXPLANATION OF CHANGE	PAGE/SECTION	INITIALS
5-9-16	Added new safety rule for life vests in PPE Section (new rule #7)	4 / PPE	MJS

Drug and Alcohol Testing

This Drug and Alcohol Testing Policy (the “Policy”) is applicable to all BrightView team members and applicants for employment who have received conditional offers of employment with BrightView except those employed or seeking to become employed in Arizona, Minnesota, or Puerto Rico. Team members or job applicants in Arizona, Minnesota, or Puerto Rico should refer to the jurisdictional-specific Drug and Alcohol Testing Policies contained in this Employee Handbook.

As permitted by applicable state or local law, a blood test, urinalysis, or other drug/alcohol screening may be required:

- (1) Of any applicant to whom a job offer has been made;
- (2) Of any team member where there is reason to believe that he or she may be using drugs or may be under the influence of drugs or alcohol. “Reason to believe” includes, but is not limited to, an injury or accident at work where impairment may have been a factor;
- (3) Of any team member following an accident or injury while performing company business; or
- (4) In accordance with federal guidelines promulgated by the Department of Transportation or any agency or subdivision thereof for certain team members who operate BrightView owned or leased motor vehicles.

Additionally, where and as permitted under applicable state or local law, BrightView may conduct a blood test, urinalysis, or other drug/alcohol screening of any team member assigned to a customer site where such customer requires drug/alcohol testing or screening of BrightView team members.

A team member’s cooperation with a drug or alcohol screening test is required as a condition of employment or confirmed employment. The team member’s refusal to cooperate with a request to provide a specimen will lead to a withdrawal of a job offer (applicant) or termination of employment (team member). Additionally, any team member who has a positive test result may be subject to disciplinary action up to and including termination of employment in accordance with applicable state and local laws.

Where state or local laws contain requirements not addressed in this policy, BrightView will comply with all provisions of such state or local laws.

Royce Rundlett

From: David Lewis
Sent: Monday, October 03, 2016 12:21 PM
To: Royce Rundlett
Subject: Coral Shores HS

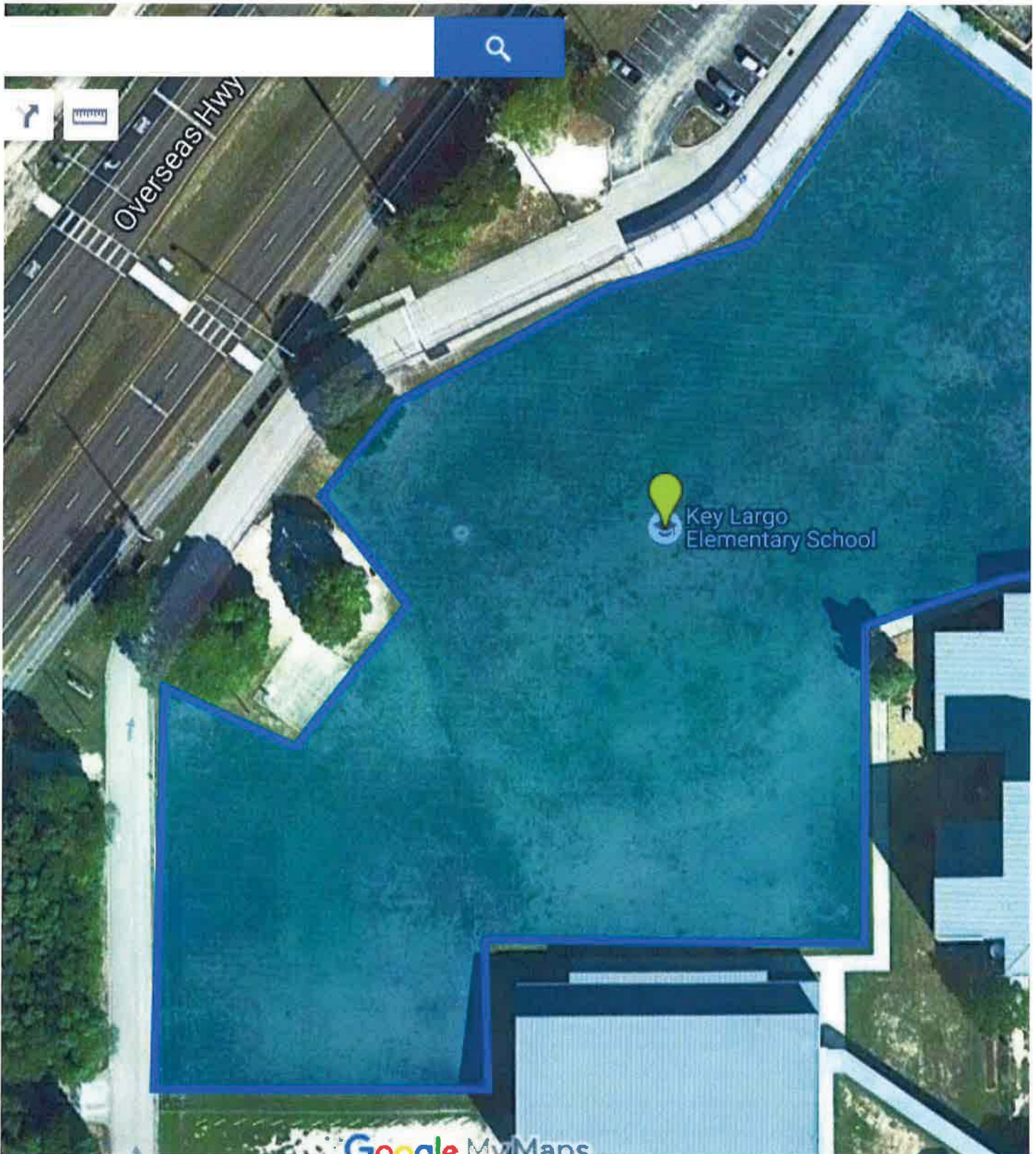


Royce Rundlett

From: David Lewis
Sent: Monday, October 03, 2016 12:11 PM
To: Royce Rundlett
Subject: Founders Park



David Lewis
Regional Sales Leader
BrightView Landscape Services



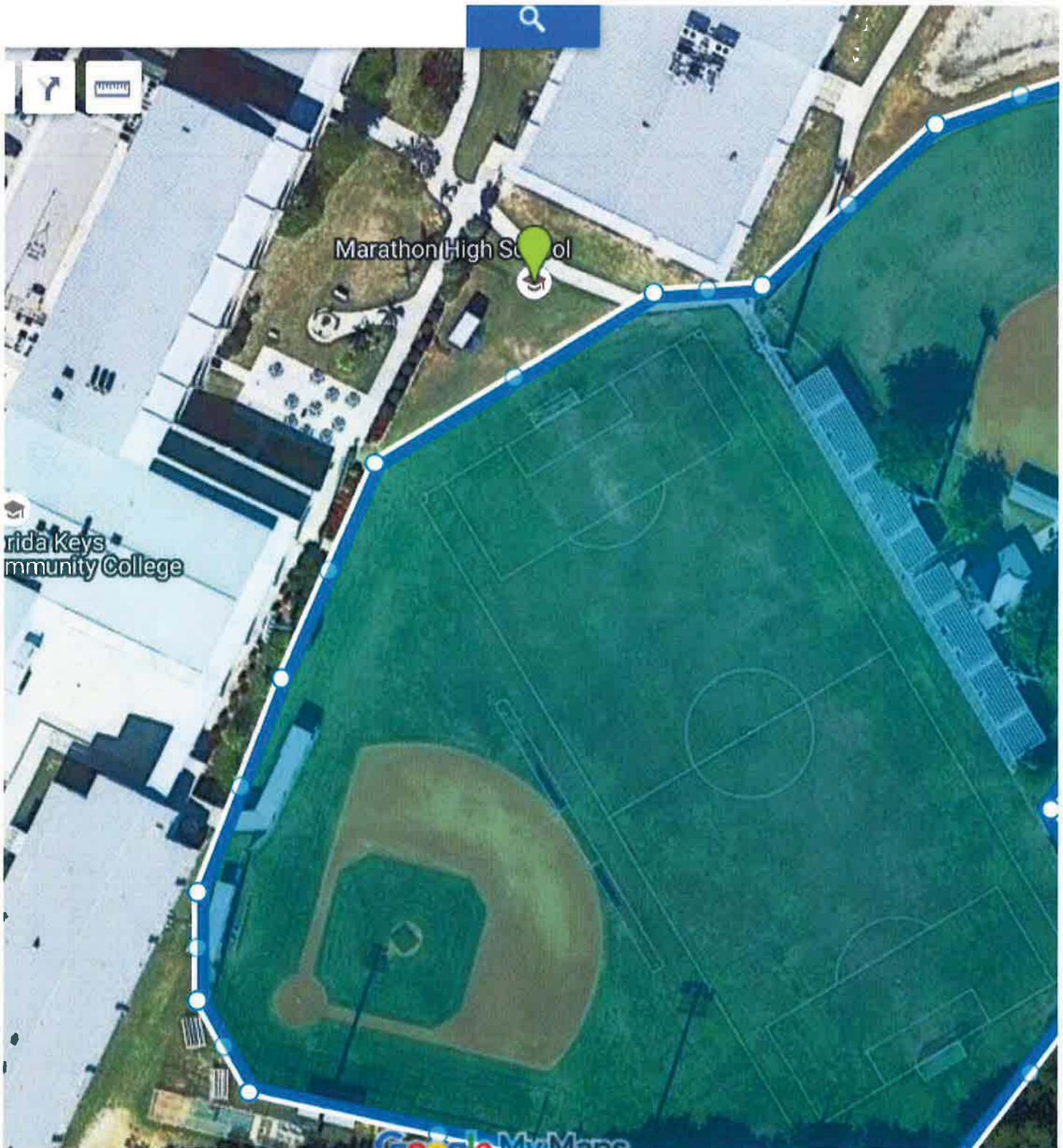
David Lewis

Regional Sales Leader
BrightView Landscape Services

8191 NW 84th Street

Royce Rundlett

From: David Lewis
Sent: Monday, October 03, 2016 12:15 PM
To: Royce Rundlett
Subject: Marathon HS



Panel: _____

F804. Requisition Items

Year: 2017Action: C Rqst: 9121 Req: 00185 Rf: _____

Vndr: V0000018555 BRIGHTVIEW LANDSCAPE SERVICES Item: 110379.00
Date: 10272016 T: N S: U A: N T/C: VAL _____ Acct: 0.00

Ship: 9121 MAINTENANCE DEPARTMENTBuyr: MA06 SCHIMMELMAN, VALARIE

Bid:

CFBPI

Attn: _____

PO:

NNNNN

Crtid: MA060000

CONTRACT:

Seq	Rf	Item	Description	Qty	Unit	Unit Price	Pct
<u>001</u>	<u>A</u>	<u>NONCAP</u>	<u>PROVIDE ATHLETIC FIELD</u>	<u>1</u>	<u>EA</u>	<u>110379.0000</u>	

* 110379.00 Ext

. 00

Ext

. 00

Ext

Total 110379.00

1=Hlp 2=Nte 3=Exit 4=Prpt 5=Refr 6=Nrcd 7=Bwd 8=Fwd 9=Npg 11=View 12=Esc
No additional records. Upd 10/27/2016 16:01:58 MA060000

0110.7900.0310.9121.0001

Royce Rundlett

From: David Lewis
Sent: Monday, October 03, 2016 12:03 PM
To: Royce Rundlett
Subject: Stanley Switlik



David Lewis
Regional Sales Leader
BrightView Landscape Services

8191 NW 84th Street