

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT COMPLETE FORM TO: <i>See submittal instructions on page 2</i>		REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)	
TITLE: LANDSCAPE MAINTENANCE SERVICES		SOQ NO. 09-73	
SERVICE LOCATION: All designated District Schools, Centers and Support Facilities		ISSUE DATE: May 29, 2009	
		PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (352) 955-7486	
QUOTATION RESPONSE DUE DATE AND TIME: <u>Close of business on June 15, 2009</u>		SOQ OPENING LOCATION: The Purchasing Department	
Questions or clarification regarding this SOQ, contact:		James Roper/955-7581	

The undersigned ("Service Provider") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Statement of Qualifications ("SOQ"), inclusive of the contents of any Addenda hereto. Service Provider agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this SOQ. Further, Service Provider attests that it has not divulged, discussed, or compared this offer with any other Service Provider and has not colluded with any other Service Provider in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Service Provider acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

SERVICE PROVIDER (COMPANY) NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT: _____ TITLE: _____

PRINT OR TYPE NAME OF ABOVE:

ADDRESS:

CITY, STATE: _____ ZIP: _____

AREA CODE/PHONE #: _____ FAX #: _____

EMAIL ADDRESS: _____ WEB ADDRESS: _____

CELL PHONE #: _____

REQUIRED SUBMITTAL CHECKLIST

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Signed Signature Page | <input checked="" type="checkbox"/> Qualification Form | <input checked="" type="checkbox"/> Jessica Lunsford Act |
| <input checked="" type="checkbox"/> Debarment Form | <input type="checkbox"/> Literature/Catalogs | <input type="checkbox"/> Additional submittals as described herein |
| <input checked="" type="checkbox"/> Evidence of Insurability | <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Small/Minority Business Enterprise Form |

NO PROPOSAL The prospective Service Provider hereby submits a "NO PROPOSAL" for the reason(s) noted below:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient time to respond to the SOQ | <input type="checkbox"/> Our production/service schedule will not permit a response |
| <input type="checkbox"/> Could not meet the specifications | <input type="checkbox"/> Remove our name from this quote list only |
| <input type="checkbox"/> Does not offer the product or service specified | <input type="checkbox"/> Other _____ |

Fax this "NO PROPOSAL" form to **(352) 955-7486**. Include the company information requested above. Failure to submit this form may result in Service Provider's removal from SBAC's active solicitation list.

Prospective Service Providers are urged to carefully examine all specifications. Please reference "Required Submittals" on page 21 for a check list of all documents that are required to be returned to the Purchasing Department. Submittal instructions can be found on page 2.

SUBMITTAL INSTRUCTIONS


SOQ Qualification Form may be submitted to the Purchasing Department by one of the methods listed below, so indicated by “x”.



- If sent via US Mail, deliver SOQ Qualification Form to: Attn: Purchasing Department, Kirby Smith Administration Building, 620 East University, Gainesville, FL 32601.
- If delivered by hand or via express delivery carrier (UPS, FedEx, DHL, etc.), deliver SOQ Qualification Form to: Ed Manning Administrative Annex, Attn: Purchasing Department, 1817 E. University Avenue, Building #2, Gainesville, FL 32641.
- If transmitted via facsimile, send SOQ Qualification Form to: Attn: Purchasing Department, (352) 955-7486. Upon facsimile transmission, Quotation receipt acknowledgement should be confirmed by calling (352) 955-7582.


SOQ Qualification Form must be received in the Purchasing Department on or before the date and time specified on cover page. The responsibility for delivering Quotations to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Service Provider. Qualification Forms delivered to any other School Board Department, School, or other administrative site will not be accepted. Qualification Forms sent via US Mail, express delivery carrier or hand delivered should be in an envelope clearly marked with the SOQ #09-73, SOQ title “Landscape Maintenance Services” and your company name and address. Quotations will not be considered unless prepared in ink or typewritten and signed in ink.


Sales tax is only applied to materials purchased directly by a prospective Service Provider. In all other respects, the School Board of Alachua County is tax exempt.


This SQO, including the General Conditions, Instructions To Service Providers–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Service Provider’s offer and by reference are made a part thereof:


-  SERVICE PROVIDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM


-  JESSICA LUNSFORD ACT - SERVICE PROVIDER AFFIRMATION FORM
-  SMALL/MINORITY BUSINESS ENTERPRISE FORM


-  CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS


-  ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO SERVICE PROVIDERS – SUPPLIES/SERVICES

-  ATTACHMENT B – GENERAL/TECHICAL SPECIFICATIONS

-  ATTACHMENT C – QUALIFICATION FORM

-  APPEXDIX A – SERVICE SITE DIRECTORY

- 

- 

JESSICA LUNSFORD ACT – SERVICE PROVIDER AFFIRMATION FORM

The School Board is required to conduct background screening of Service Providers (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Service Provider’s fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Service Provider.

- A. If Service Provider’s performance either **is** anticipated to result in direct contact with students, or will give Service Provider access to or control of school funds, then the screening standard is that Service Provider may not have been convicted of a crime involving moral turpitude. The School Board has defined “crimes involving moral turpitude” to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Service Provider’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Service Provider may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435](#)(1)(a)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Service Provider’s work is non-instructional in nature, then Service Provider may be exempt from the background screening requirements above if Service Provider meets one of the following criteria: **1)** Service Provider is under the direct supervision of a School Board employee or contractor or one or more Service Provider employees who have had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Service Provider employees is physically present with Service Provider when Service Provider has access to a student and the access remains in the School Board employee's or the contractor's or the Service Provider's employees' line of sight; **2)** Service Provider is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Service Provider submits evidence of meeting the following criteria: a) Service Provider meets the screening standards in s. 435.04, b) Service Provider’s license or certificate is active and in good standing, if Service Provider is a licensee or certificate-holder, c) Service Provider has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Service Provider is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Service Provider’s employer; **4)** Service Provider is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Service Provider remains at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Service Provider provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Service Provider is an exempt as defined above, Service Provider will be subject to a search of Service Provider’s name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting a Qualification Form in response to this SOQ, Service Provider swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Service Provider agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Service Provider's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing requirements, and the laws of the State of Florida.

NAME OF SERVICE PROVIDER	SOQ # AND TITLE SOQ 09-73, LANDSCAPE MAINTENANCE SERVICES
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Service Provider represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or

Minority Business Enterprise,

Please circle one or more as applicable:

- | | |
|------------------|-------------------|
| African-American | Hispanic American |
| Asian American | Native American |
| American Women | |

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

- State of Florida, Department of Management Services, Office of Supplier Diversity
- City of Gainesville Florida Small Business Procurement Program
- Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this SOQ to a small or minority business enterprise, please provide the following information:

Subcontractor Name Small/MBE Designation (see above) Estimated Dollar Value of Services

- | | | | |
|----|--|--|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |

NAME OF SERVICE PROVIDER	SOQ # AND TITLE
SOQ #09-73, LANDSCAPE MAINTENANCE SERVICES	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Service Provider is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this RFQ to an S/MBE, then Service Provider shall not execute this form.

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
	SOQ # 09-73, LANDSCAPE MAINTENANCE SERVICES
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT A
GENERAL CONDITIONS, INSTRUCTIONS TO SERVICE PROVIDERS – SUPPLIES/SERVICES

1. **CONTRACT:** The submission of a quote constitutes an offer by Service Provider. Upon acceptance, the Purchasing Department shall issue a purchase order(s) for the services pursuant to the SOQ. Service Provider's quote, the SOQ document, and the corresponding Purchase Order shall constitute the complete agreement between the successful Service Provider and SBAC. Unless otherwise stipulated in the SOQ document, no other contract documents shall be issued or accepted.
2. **WORK CONDITIONS/SOQ EXAMINATION:** Service Provider shall become familiar with any work conditions that may, in any manner, affect the work to be performed under any Contract and shall thoroughly examine and be familiar with the SOQ requirements. The failure or omission of any Service Provider to become familiar with local work conditions or to examine the SOQ shall in no way relieve it of its obligations with respect to the SOQ or any subsequent contract.
3. **SILENCE OF THE SPECIFICATIONS/SCOPE OF SERVICES:** The apparent silence of the SOQ specifications/scope of services as to any detail, or the omission from the specifications/scope of services of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.
4. **CONFLICT OF INTEREST:** Contract award is subject to the provisions of 112, Florida Statutes. Prospective Service Providers must disclose with their SOQ response the name of any officer, director, or agent who is also an employee of SBAC. Further, all prospective Service Providers must disclose the name of any School Board employee who owns, directly or indirectly, an interest of 5% or more in the Service Provider's firm or any of its branches. Current SBAC employees are prohibited from participation in this SOQ.
5. **BUDGETARY LIMITATIONS:** SBAC reserves the right to reject any services provided as a result of this SOQ and/or increase or decrease quantities of services as required due to budgetary limitations.
6. **CONDITION OF PRODUCT/SERVICES:** In accordance with the IFB, Service Provider shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Service Provider) for reasons attributable to Service Provider, Service Provider shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall re-perform the defective services at no cost to SBAC.
7. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
8. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the SOQ, unsatisfactory performance by a Service Provider on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to approve.
9. **SERVICE PROVIDER REPRESENTATIONS AND QUALIFICATIONS:** Service Provider warrants and represents itself to be experienced and an expert in the furnishing of services described in the SOQ. By submitting a signed SOQ, Service Provider acknowledges that SBAC is relying on the representations and warranties made by the Service Provider.
10. **SAFETY STANDARDS:** At a minimum, Service Provider warrants that the services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.

Service Provider will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Service Provider may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.
11. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

12. **PERSONNEL:** Service Provider shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the SOQ, to provide the services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Service Provider, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Service Provider employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Service Provider will in no way relieve Service Provider from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Service Provider shall notify department or school personnel and follow customary sign-in procedures. All Service Provider personnel shall wear clothing identifying them as an employee of the Service Provider (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

13. **REGULATORY COMPLIANCE:** Service Provider shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the SOQ.
14. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Service Provider. SBAC shall compensate the Service Provider for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Service Provider any other costs, losses, damages or expenses arising out of or related to the termination of this contact or any services performed hereunder.

15. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this SOQ for failure of the contracted Service Provider to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Service Provider. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Service Provider shall reimburse SBAC any excess costs incurred thereby.
16. **INDEPENDENT CONTRACTOR:** Service Provider shall have the status of an independent contractor. Service Provider shall have no right or power to enter into any contract or commitment on SBAC's behalf. Service Provider shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Service Provider's failure to do so, Service Provider shall forthwith reimburse SBAC for the entire amount so paid by it.
17. **SUBCONTRACTS:** Service Provider shall not delegate the performance of the services in whole or in part, nor retain any contractor to provide any of the services, without first obtaining the written consent of the Purchasing Department.
18. **ASSIGNMENT:** Any Contract between the successful Service Provider and SBAC shall not be assigned by the successful Service Provider without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.
19. **ANTI-DISCRIMINATION:** Service Provider certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
20. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory Service Provider list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid 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 a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. INSURANCE REQUIREMENTS

Service Provider shall, at Service Provider’s sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Service Provider:

Applicable Not Applicable

Workers Compensation – Coverage A

Statutory

Comprehensive General Liability

\$1,000,000 Each Occurrence

\$1,000,000 Per Project Aggregate

\$1,000,000 Products and Completed Operations

Aggregate

Premises operations

Blanket Contractual Liability

Personal Injury Liability

Expanded Definition of Property Damage

Comprehensive Automobile Liability

(Combined Single Limit)

\$300,000 Each Occurrence

All policies of insurance shall be rated “A” or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (05) business of notification by the Purchasing Department. Service Provider shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *“Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC.”* Service Provider is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Service Provider’s obligation to fulfill the insurance requirements herein.

22. INDEMNIFICATION/HOLD HARMLESS

AGREEMENT: Service Provider shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney’s fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in

whole or in part from any actual or alleged act or omission of the Service Provider, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Service Provider in performance of the work described herein; or (c) liens, claims or actions made by the Service Provider or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor under worker’s compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney’s fees, incurred by SBAC to enforce this agreement shall be borne by the Service Provider.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Service Provider recognizes that and covenants that is has received consideration for indemnification provided herein.

The Service Provider recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract

23. DEFAULT: In addition to other rights and remedies provided herein, in the event the successful Service Provider should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

24. TERMINATION FOR CONVENIENCE: SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portion thereof, for its convenience upon ten (10) days advance written notice to the Service Provider. SBAC shall compensate the Service Provider for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Service Provider any other costs, losses, damages or expenses arising out of or related to the termination of this contact or any services performed hereunder.

25. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this SOQ for failure of the Contracted Service Provider to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Service Provider. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Service Provider shall reimburse SBAC any excess costs incurred thereby.

26. **NON-EXCLUSIVITY:** SBAC reserves the right to perform, or cause to be performed, any part of the work and services described herein with District employees. In addition, SBAC reserves the right to acquire the services herein described from any other source or via any other procurement method deemed by SBAC to be in its best interest, without penalty or prejudice to SBAC: (A) in the event Service Provider is not able to provide all or part of services in the time and manner as specified, or; (B) should the District determine that the scope of work requires the utilization of equipment and/or specialized services that are not provided by Service Provider, or; (C) in cases of emergency; or; (D) in fulfillment of Board Policy.

ATTACHMENT B
SOQ 09-73
LANDSCAPE MAINTENANCE SERVICES
GENERAL/TECHNICAL SPECIFICATIONS

The School Board of Alachua County (hereinafter “SBAC” or “District”) is seeking prospective Service Providers to respond to this Request for Statement of Qualifications (“SOQ”) in accordance with the following specifications.

1. Scope: SBAC currently operates and maintains forty-three (43) schools and centers, and eight (08) other ancillary support facilities located through out Alachua County, Florida. The District requires that all facility grounds be kept in a safe and attractive condition. To that end, each separate service site has the discretion of having landscape maintenance services (or “services”) performed by either District custodial staff or outside contract labor, subject to review and approval of SBAC Business Services.

It is the intent of this SOQ to set forth specifications and establish an approved pool (or “list”) of service providers who demonstrate by reference and credentials that they meet the minimum qualifications as stated herein. Once established, this list shall serve as the source for the selection, by quotation process, of qualified service providers to perform the specified services at various service sites within the District on a recurrent scheduled basis. Approved service providers shall be in a position to compete for the District’s business.

The number of District service sites outsourcing these services during the 2008/09 fiscal year was estimated to be twenty-six (26). It is anticipated that the actual number of service sites that will outsource these services for the 2009/2010 fiscal year should be established prior to July 1st, pending budget review.

Services provided to the District shall typically include, but not limited to:

- Mowing;
- Edging all walkways, roadways, patios, courtyards planters and curbs;
- Trimming objectionable plant growth around natural and man-made objects including fencing and portable buildings;
- Weeding planters, plant beds, parking lots, sidewalks and other paved surfaces;
- Pruning hedges, shrubbery, low tree branches (< 8’) and palm fonds;
- Blowing and collecting debris;
- Site clean-up and debris removal upon completion of work.

It shall be the responsibility of selected Service Providers to provide all labor, supervision, quality control, equipment, fuel, tools, supplies, transportation, and other services required to maintain designated service sites in an attractive condition throughout term of contract. Service Providers shall not ordinarily be required to maintain athletic playing fields unless specifically requested in the scope of work.

2. Tentative Schedule:

May 29, 2009.....	SOQ Issued
June 15, 2009	SOQ Due Date
June 17, 2009	Planned Posting of Approved List
June 18, 2009.....	Commencement of Quotation/Selection Process
July 1, 2009	Commencement of Services

3. Term: The term of the SOQ shall be approximately two (02) years, beginning on or about June 5, 2009 and ending May 31, 2011. The SOQ thereafter may be extended for an additional two (02) year periods for all or part of listed service providers under the same terms and conditions as the original SOQ, with the consent and agreement of each party. SBAC reserves the right to include additional service providers, meeting minimum qualification criteria, to the approved list at any time during the term of SOQ, should it be determined to be in the District's best interest.

4. Qualifications: Service providers are urged to carefully examine all specifications to become familiar with the scope and extent of services required by the District. SBAC has established minimum qualifications and, at its sole discretion, may request each prospective Service Provider to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of any pending contract. Only qualified and responsible Service Providers shall be approved and allowed to perform services for the District. In order to be considered for approval, each prospective Service Provider shall meet the following criteria:

- A. *Established Business* – Service Provider shall be an established business with demonstrated ability, whose sole or primary business includes the provision of landscape maintenance services to commercial (business and/or institutional) accounts as is typical in the District. Service provider shall have been continuously doing business as the same legal entity within the State of Florida for a minimum of two (03) years in the accomplishment of the type of services referenced herein. Demonstration of past successful experience with commercial accounts similar in the scope of services described herein shall be required. Service Providers shall provide references verifying commercial work experience. Specific criteria relating to references is further delineated on Qualification Form.
- B. *Location* – Service Provider shall be located within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements of any pending contract;
- C. *Service* – Service Provider shall have, at time of SOQ due date, adequate organization, equipment, technical expertise and qualified personnel to ensure competent, prompt and efficient service to the District. The criteria used in determining the service level of service provider shall include, but not be limited to: availability; competency and qualifications of personnel; personnel training standards; onsite supervision; and, types of equipment. Specific qualification criteria as appropriate to required service level is further delineated herein;
- D. *Insurance* – Service Provider shall be insured to perform the specified services within the State of Florida and limits of Alachua County, Florida. Proof of insurability in the limit amounts indicated herein shall be required as a condition of approval. However, an insurance certificate shall only be required to be submitted if selected and awarded a contract to perform work at any designated service site;
- E. *Fingerprint/Background Check:* Service Provider shall have the ability to comply with all provisions of the Jessica Lunsford Act;

SBAC reserves the right to inspect and approve Service Provider's organization and equipment at any time during the term of SOQ. In lieu of or in support of physical inspection, SBAC also reserves the right to request Service Provider to provide any evidence that is deemed to be appropriate in making such determination of qualifications. Failure to meet any of the qualification requirements during the evaluation process or at any time after approval may cause disqualification of Service Provider from approved list and termination of any current contract.

Only Service Providers who are qualified by previous experience and satisfactory completion of contracts for similar work as required by the District shall be considered for approval. SBAC reserves the right to make sole and final determination as to each prospective Service Provider's compliance and capability in meeting the requirements of the SOQ and to waive any part of the qualifications as established herein.

5. Non-Approval: Should approval not be given for any reason, Service Provider may be given the opportunity, at District's discretion, to correct the qualification deficiency. Approval shall be contingent on correction of noted deficiency. Failure to meet any specified qualifications or to make correction of any noted deficiency to the satisfaction of the Purchasing Department within established time limit may cause disqualification of Service Provider until such date as the issuance of a new SOQ.

6. Posting of Approved List: Upon completion of evaluation, the a copy of the approved list of Service Providers shall be provided upon request by contacting the Purchasing Department at (352) 955-7582. Prospective Service Providers shall not be notified of results. Verification of results shall be the sole responsibility of each prospective Service Provider.

7. Service Sites: Reference Appendix A, "Service Site Directory", for a complete listing of schools, centers, and departments within the District that have been placed in defined Zones based on location address. It is anticipated that those service sites that are intending to outsource landscape maintenance services shall be known prior to July 1st. Service Provider shall indicate on Qualification Form, those preferred Zone areas for which landscape maintenance services shall be offered. The Purchasing Department shall consider Zone preference in the selection of service providers to participate in the quotation process at each service site.

8. Contract Award Process: It is agreed and understood that participation in the SOQ does not constitute a contract between the District and any prospective Service Provider who has been accepted and placed on the approved list. It is the intent of this SOQ to only establish Service Provider's qualifications and eligibility to participate in the quotation solicitation process. Only after a Service Provider has been selected through the quotation process described as follows shall a contract be established. The following is a brief outline of the process involved:

Step 1 – Approved List: All prospective Service Providers who have expressed an interest in performing landscape maintenance services for the District shall be requested to complete and submit a SOQ Qualification Form with support documentation as required. Upon review and evaluation by the Purchasing Department, a summary listing all approved Service Providers shall be made available to all District schools, centers and support sites who have expressed their intent to outsource landscape maintenance services. Only approved Service Providers shall be allowed to perform landscape maintenance services for the District.

Step 2 – Quotation Solicitation: Prior to beginning of each fiscal year (July 1), each participating service site intending to outsource services shall be urged to solicit a minimum of two (02) price quotations from Service Providers on the approved list. Should the projected budget for these services at any District location be equal to or exceed the formal quotation threshold of \$12,500.00, then it shall be the responsibility of the Purchasing Department to issue a formal quotation and solicit a minimum of three (03) Service Providers from approved list. The criteria used in determining which Service Providers to solicit at any service location shall include, but not limited to: Zone preference; current workload; time availability; specific work experience; specific equipment availability; manpower availability; and, chemical application certification. The failure of any Service Provider to submit competitive service rates in two (02) or more previous solicitations may also be considered. SBAC reserves the right to make sole and final determination as to which Service Providers to solicit for quotations at any service site.

If solicited, participation in the quotation process at any designated service site shall be at the sole discretion of Service Provider. It is understood that current workload, service time restrictions, and manpower requirements may preclude Service Provider from having the ability to provide the level of service that may be required. However, repeated failure of Service Provider to participate and respond in the quotation process within any preferred Zone area, as indicated, for reasons that are deemed by the Purchasing Department to be “selective” may be grounds for removal from approved list.

Step 3 – Service Site Inspection: Upon notification, Service Providers who have an interest in performing work shall be required to attend a scheduled pre-quotation inspection meeting at the designated service site. During the meeting, prospective Service Providers shall have opportunity to walk the grounds and be given precise information and responsibilities relating to the landscape areas to be maintained (work area). Service Provider shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the contract. Failure or omission of any Service Provider to become familiar with the local work conditions or defined work areas shall in no way relieve Service Provider of any obligations with respect to the subsequent contract.

Step 4 – Quotation Submission: Based on site observation, Service Providers shall then submit a price quotation in the time and manner as instructed on provided quotation form. Quotations shall not be accepted from Service Providers who have not completed a site inspection.

Step 5 – Evaluation/Selection: Submitted price quotations shall be evaluated by an authorized representative(s) of the District service site or by the Purchasing Department, as determined by School Board policy. The Service Provider with lowest price quotation, being responsive and responsible, shall be recommended for award of contract to perform services. Award shall be subject to any specified conditions, including submission of insurance certificate and compliance to the requirements of the Jessica Lunsford Act. No contract for service at any service site shall be equal to or exceed the formal bid threshold amount of \$25,000.

Step 6 – Contract Award: Upon satisfaction by the District that all specified conditions have been met by the recommended Service Provider, the service site shall then generate a requisition authorizing funding followed by approval and issuance of Purchase Order by the Purchasing Department. Upon receipt of Purchase Order, Service Provider shall then be authorized to commence work in accordance with all terms and conditions of contract. The term of contract shall not exceed twelve (12) months, ending on or prior to June 30 of the fiscal year. The contract term for these services shall ordinarily correspond to the District’s fiscal year (July 1 – June 30). Should the total expenditure for services at any service site be less than \$12,500 for the fiscal year, the service site may elect to renew contract upon expiration, with the consent of Service Provider and approval of the Purchasing Department.

9. Personnel: Reference Attachment A, “12. Personnel”: In addition... All work shall be performed safely, correctly and efficiently in conformance to industry standards and known practices, and the standards of care as required by the District. Service Provider shall employ and have available an adequate number of trained, qualified, and physically able personnel capable of performing the scope of work as described herein. Service Provider shall not employ temporary “day laborers” to perform any work for the District. The District recognizes the potential negative consequences of having substandard work performed and considers the knowledge, skills, and experience of personnel a critical element of any pending contract; therefore all personnel shall be required to have a minimum six (06) months continuous work experience performing the most typical tasks.

10. Personnel Conduct: Reference Attachment A, “12. Personnel”: In addition... Service Provider’s personnel are expected to maintain a high standard of civility, deportment, appearance, sobriety, and act in a professional manner at all times while on location at any District site. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder’s personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address. Violation of this provision may result in removal of the individual(s) involved from the District site, and further, the Service Provider may be prohibited from employing the individual in any future work with the SBAC performed under any pending contract.

All personnel shall be required to dress neatly, commensurate with the tasks being performed. Service Provider shall require personnel to be dressed in work attire when reporting for duty, as locker space is not available. Break areas shall be restricted to areas as designated by service site. Bidder shall be responsible for ensuring that all assigned personnel have SBAC Identification Badges which are to be worn fully visible while present on District property.

11. Personnel Fingerprint/Background Check: (Reference: “Jessica Lunsford Act – Service Provider Affirmation Form” (pg. 3) The District is committed to the education and safety of its students and employees. To that end, Service Provider shall be required to comply with all procedures and requirements of the Jessica Lunsford Act. Detailed information about fingerprinting/background screening procedures, fees and other information can be found on the internet at www.sbac.edu (bulletin board) or by calling (352) 955-7654, ext. 224. It is agreed and understood that award of any contract shall be contingent on full compliance with all provisions of the Jessica Lunsford Act and SBAC policies and procedures relating thereto.

12. Insurance: Reference Attachment A, page 8, “21. Insurance Requirements”: In addition... Insurance must include coverage meeting the minimum established limits for the activities of all licensed persons under the guidance and direction of Service Provider. The Service Provider shall be in default of this contract for failure to continuously maintain insurance, without interruption, as required. A Certificate of Insurance shall be provided to the Purchasing Department within five (05) business days of recommendation of any contract award. Service Provider is not authorized to proceed with the services until all the insurance certificates have been received and accepted.

If Service Provider is exempt from Florida Workers’ Compensation Law, Service Provider must provide the Purchasing Department, within five (05) business days of recommendation of contract award, a “Certificate of Exemption” issued by the State of Florida, Department of Financial Services, Division of Workers’ Compensation. Information regarding this requirement can be found at: <http://www.fldfs.com/WC/faq/faqmed.html> or by calling (850) 413-1609.

13. Familiarity with Laws: Reference Attachment A, “13. Regulatory Compliance”: Service Provider shall be required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of Service Provider shall in no way relieve him/her from responsibility for compliance with their requirements.

14. Scope of Services: Landscape maintenance services shall normally include, but not be limited to, the following categories below. The term “as designated” shall mean the geographical and physical extent of services to be provided as defined by District personnel at time pre-quotation inspection meeting. Work areas may include easements and swale areas between property boundary lines and adjoining public roadways, fenced-in areas for HVAC equipment, enclosed playground areas with fall protection (sand or mulch), and retention ponds (down to waterline).

- a. **Mowing** around buildings and other areas as designated. Mower blade height shall be set in accordance with standard horticultural practices. All mower blades shall be sharpened and alignment adjusted on a regular basis so as to not damage grass blades or leave uneven cut. Clippings may be left on the grounds as long as no readily visible clumps remain on the grass surface. Otherwise, Service Provider shall collect and dispose clippings. Mowing pattern will create straight line when possible, except when following curve bed lines. Appropriate mowing equipment and patterns shall be employed to permit recycling of clippings where possible. A small trim mower shall be used to trim perms. Mowing shall ordinarily be performed each site visit during the growing season and as designated during dormant season.
- b. **Edging** (mechanical vertical trimming) shall be performed as designated after each mowing on all turf edges abutting sidewalks and other paved surfaces including road curbs, drives, etc. Edging of sidewalks shall not be accomplished by the use of liquid herbicide (e.g., Roundup). All walks and curbs shall be edged using a gas-powered edger with a metal blade. Turf edging of shrub beds, flower beds, ground cover beds, hedges or around trees shall be edged with a manual, mechanical, or gas-powered edger to a neat vertical uniform line. Upon completion of edging operation, a clean turf edge shall be between 3/8" and 5/8" back from the edge of pavement, with a minimum two inch (02") depth. All debris shall be removed from the turf, curbing and pavement immediately following completion of this operation. Edging shall ordinarily be performed each site visit during the growing season and as designated during dormant season.
- c. **Trimming** shall be performed as designated after each mowing around natural (e.g., plants, trees, etc.) and manmade objects (e.g., signs, posts, etc.). Line trimming shall be performed in a manner that cuts the grass blades at approximately the same height as the mower. Fence lines and enclosures shall be kept clean of objectionable plant growth. Portable building structures and adjacent ramps shall also be kept clean of plant growth. Line trimmers shall not make contact with the bark of any landscape plants; improper use of trimmers resulting in damage or destruction to plants shall not be acceptable. Service Provider shall be responsible for replacing any damaged plants resulting from trimming operations, of equal size and value, at no cost to the District. Line Trimming shall ordinarily be performed each site visit during the growing season and as designated during dormant season.
- d. **Pruning** of shrubs, hedges, ground covers, trees and palms as designated. All pruning shall be accomplished as needed in accordance with good horticultural practices. Pruning shall only be done at the proper time as required by the plant species. In creating the desired appearance, pruning shall always be performed in a manner that enhances plant health and develops the natural form of the plant. Tree branches that are lower than eight feet (08') from the ground as well as palm fronds shall also be pruned as required. Generally, shrubbery around building perimeter shall be maintained at a height below window level.
- e. **Raking** shall be defined as the use of various implements for gathering grass, leaves, or other materials, or for loosening or smoothing the surface of the ground. Raking shall be performed each site visit, as required, for the collection of debris materials caused by Service Provider's operations. Raking shall be performed during the dormant growing season in areas of leaf accumulation.

- f. **Weed Control:** All dedicated enclosed playground areas with fall protection, shrub beds, tree rings, gravel and pavement and other areas as designated shall be kept free from weeds and exotic pest plants. Manual weeding shall be done in conjunction with mechanical and chemical (as permitted) control measures. Weeds are to be manually or mechanically removed from shrubs, hedge, ground cover and flowerbeds as designated.
- g. **Chemical Weed Control:** It is agreed and understood that all restricted use herbicides shall only be applied by or under the direct supervision of a commercial applicator, licensed by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control. Should Service Provider intend to use any herbicide that requires certification, a copy of certification shall be provided at time of submission of Qualification Form.

Over-the-counter herbicides (i.e., Roundup, etc.) that do not require applicator certification may only be used if approved in advance of application by the authorized representative of service site. All herbicides applied must be compliant with EPA guidelines. Service Provider shall provide one (01) copy of Material Safety Data Sheet (MSDS) directly to each service site for all herbicide products that shall be used during operations. All chemical weeding performed shall be safe, effective, and timely. No spraying shall be done when wind is greater than seven (07) miles per hour or as specified on pesticide label, the lesser of. Improper use of chemical herbicides resulting in damage or destruction to plants and/or turf shall not be acceptable practice. Service Provider shall be directly responsible for any damage to existing landscaping caused by the application of an herbicide. In such case, Service Provider shall replace damaged landscaping equal to the original at no cost to the District. The cost of chemical weed control service shall be included in contract service rate as proposed.

- h. **Site Cleanup and Debris Disposal:** shall be performed during each site visit. Service Provider shall keep the work site free from accumulation of debris materials caused by his/her operations so that the work site presents a neat and orderly appearance at all times. All debris generated by the operations of Service Provider, including raking of accumulated leaf debris, shall be removed from the service site unless otherwise directed by service site personnel. Dumpster containers and other on-site trash disposal containers shall not be used by the Service Provider to dispose of debris or to deposit any empty or partially empty chemical containers. Service Provider shall adhere to all State and local ordinances regarding disposal of such items.
- i. **Blowing:** Upon completion of work, Service Provider shall blow off sidewalks, curbs, and parking areas adjacent to designated work areas.
- j. **Refilling and Spills:** Care should be taken so that no fuel is spilled when refilling equipment or containers. Fuel filling shall be done away from storm drains and plants. Fuel spills shall be contained and cleaned up immediately in accordance with any and all regulatory requirements.
- k. **Site Inspection** shall be made by the Crew Leader upon completion of work and before leaving service site. Service Provider shall promptly correct all faulty or defective work, or work failing to conform to the complete satisfaction of the District.

15. General Service Guidelines:

- a. **General Supervision:** Service Provider shall visit work site on a periodic basis to ensure that the services are being accomplished correctly and safely, and that progress is being made sufficient to meet the established schedule. Service Provider shall work jointly and cooperatively to resolve quality and scheduling problems with the appropriate District authorities. Failure of the SBAC to immediately reject any unsatisfactory workmanship or to notify the Service Provider of its deviation from the specifications shall not relieve the Service Provider of any responsibilities specified herein. The cost of general supervision shall be an element of the Service Provider's overhead burden in the proposed service rates.

- b. **Contract Management:** All day-to-day operational aspects of contract services shall be scheduled and coordinated by a designated authorized representative(s) at each service site under the direction of the SBAC Facilities Department. Upon award of any contract, the service site shall provide current contact information to Service Provider of all personnel involved in the management of services.
- c. **Work Site Supervision:** It shall be the responsibility of Service Provider to assign a Crew Leader to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required. The working Crew Leader shall have the ability to plan, organize, direct and prioritize the work of personnel and verify that all work is performed in a professional manner. The cost of work site supervision shall be an element of Service Provider's overhead burden in the proposed service rates.
- d. **Service Provider's Representative:** Service Provider shall provide the name, telephone and/or cell-phone number of the designated Representative to contact regarding service scheduling and other service related issues. Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Service Provider and the District on all matters pertaining thereof. Representative shall respond to all non-emergency calls from the District requesting assistance within twenty-four (24) hours of initial contact.
- e. **Communications:** Service Provider shall maintain toll-free telephone by which the District may directly and immediately communicate requirements and service issues during normal business hours (M – F).
- f. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Service Provider to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: www.sbac.edu.
- g. **Schedule of Services:** It shall be the responsibility of each District service site to determine the frequency of service (number of site visits per month) based on the landscape requirements of the facility, taking into consideration desired service level and any budgetary limitations. Specific performance time lines shall be communicated at time of pre-quotation inspection meeting and shall be strictly adhered to. Any known factor that may disrupt the scheduled services shall be communicated to the District during inspection meeting or at time of submission of quotation.
- h. **Work Period:** Work hours shall be coordinated and scheduled with the designated representative at service site subject to the operating hours and accessibility of site. Work shall ordinarily be performed during one (01) or more of the periods as follows:
- During normal site/facility operating hours, Monday through Friday;
 - After normal site/facility operating hours, Monday through Friday, during daylight hours;
 - During daylight hours on Saturday or Sunday.
- It shall be the responsibility of Service Provider to develop a work schedule taking into consideration any work time limitations as communicated by service site during inspection meeting.
- i. **Site Access:** It shall be the responsibility of Service Provider to coordinate site access directly with the appropriate authorized representative at each District service site and follow customary check-in procedures upon arrival.

- j. **Interference:** While on site, Service Provider shall perform all work with a minimum amount of disruption to the normal operations of the service site. It shall be required that Service Provider's personnel keep within the limits of work site and shall not enter any restricted areas.
- k. **Time of Completion:** Service Provider acknowledges that time is of the essence in completing the work as specified. Service Provider agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the established performance schedule. Should Service Provider be unable to adhere to the established schedule, it shall be the responsibility of Service Provider to immediately notify the appropriate authorized representative at the District service site. Repeated delays in performance of the work and/or failure to comply with the established schedule shall be sufficient cause for the SBAC to terminate the contract.
- l. **Service Interruption:** When conditions at the service site are unfavorable for the completion of services on the scheduled day due to acts of nature or other excusable delays, in the opinion of the District, Service Provider may cease their attempt to complete work until conditions are favorable. This delay shall not nullify the Service Provider's responsibility to perform within reasonable time after conditions improve sufficiently to finish work. If the service delay is longer than three (03) days, it shall be the responsibility of Service Provider to contact the appropriate authorized representative at the District service site and inform them when work will be performed. In such case, the District reserves the right to cancel the next regularly scheduled site visit.
- m. **Scope Changes:** SBAC may unilaterally require changes altering, adding to, or deducting from the scope of the work including site improvements such as, but not limited to: sod placement, irrigation installation, landscape design, and construction projects. It is agreed and understood that such service site modifications that change the scope of work resulting in an increase or decrease in Service Provider's cost or time of performance shall be justification to make an equitable adjustment, as mutually agreed, in established contract service rates. Any such adjustment shall be subject to the approval of the Purchasing Department based on review of monetary impact.
- n. **Equipment:** Service Provider shall have on hand at all times and in good working order such customary and necessary service vehicles, equipment, hand/power tools and accessories of trade to adequately and efficiently perform its contractual duties. The cost of customary equipment and tools as required shall be an element of Service Provider's overhead burden in the proposed service rates. It is understood that such customary equipment that is essential for the performance of work shall include, but not be limited to:
- Riding mower(s) with a minimum 60" mowing width;
 - Walk behind mower(s) with minimum 36" mowing width;
 - Line Trimmer(s);
 - Gas Edger(s);
 - Hedge trimmer(s);
 - Chain Saw(s);
 - Pole saw(s);
 - Backpack blower(s);
 - Miscellaneous hand tools, rakes, shovels, etc.;
 - Gloves, goggles, and other safety equipment.

All equipment shall be serviced regularly in accordance with the manufacturer's recommendations. Mower blades shall be sharpened and alignment adjusted on a regular basis in order to not damage grass blades or leave an uneven cut. Service Provider shall not be permitted to store any equipment, tools or other items at any service site between scheduled visits.

- o. **Equipment Safety:** All equipment shall be operated in a safe manner by properly trained personnel and shall be equipped with guards and/or shields to minimize the possibility of injury to the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. No power equipment shall be operated in the vicinity of students during periods such as class, change, recess, fire drills, etc.
- p. **Safety Measures:** Service Provider shall take necessary steps to protect the students, faculty, and general public from injury in the course of the work. Service Provider shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. For the safety of staff and students, Service Provider is cautioned to avoid performing services during periods of peak student activity. While onsite, Service Provider shall not obstruct any passageways or other means of egress and shall not leave the work-site without first securing the work area and eliminating any hazardous condition resulting from the Service Provider's activities. Service Provider shall conform to all applicable OSHA, State of Florida, County and local safety requirements and existing codes.
- q. **Property Protection:** Service Provider shall take all necessary, ordinary and extraordinary precautions to ensure District property is protected from Service Provider's activities. Service Provider shall be responsible for the protection of all District facilities and other improvements (i.e.- vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. Service Provider shall especially be cognizant of all existing utilities (surface and underground) and shall operate with due care in the vicinity of such utilities.
- r. **Property Damage:** Service Provider shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Service Provider operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Service Provider to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Service Provider at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Service Provider fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Service Provider repair cost.
- s. **Service Complaints:** All performance related service complaints shall be reported to Service Provider's representative by the designated authorized representative at service site.
- t. **Correction of Work:** Quality assurance shall periodically be accessed by District service site personnel. Service Provider shall promptly correct all work rejected as faulty, defective, or failing to conform to the complete satisfaction of the District, whether observed before or after substantial completion of the work, and whether or not completed. Deficiencies noted shall be documented and remedy effected within two (02) business days of notification, unless additional time is required and granted by the District. Follow-up or call back work to correct previous work shall not be charged to the District if the work is the result of Service Provider's negligence. Should Service Provider fail to correct deficient work within specified timeframe, SBAC shall be entitled to have such work remedied by any means it deems necessary. Direct costs incurred by the District for the correction shall be deducted from payments to be made to Service Provider. Service Provider's unresponsiveness and/or consistent delays in addressing and resolving performance deficiencies shall be grounds for contract termination.

- u. **Purchase Order:** All work shall be authorized via the issuance of an official hard-copy District purchase order. Verbal or blanket purchase orders are prohibited and shall not be honored by Service Provider. Purchase Orders issued pursuant to any pending contract shall include only the specified services and firm fixed prices as proposed on quotation form.
- v. **Invoices:** Service Provider shall have the capability to provide accurate, reliable and timely invoices. Payment shall be made after the services have been completed in full and properly invoiced. The District does not pay invoices in advance of service (prepay). At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of services provided and accuracy of billing including: Purchase Order number; service location; invoice date; service date(s); description of services; and, applicable service rate charges. Invoice payment may be delayed if all information is not provided as indicated. In addition, unsatisfactory performance shall delay payment until such time as all deficiencies identified by the designated representative of service site have been corrected.

Invoices shall be directly submitted within ten (10) business days of completion of work to the designated authorized representative of service site. Invoices may also be submitted to: *School Board of Alachua County, Attn: Accounts Payable, 620 East University Avenue, Gainesville, FL, 32601.*

16. Price: Based on the scope (description of work) and frequency (time) of services required to perform, Service Provider shall submit, upon request, a price quotation using one (01) of the following price methods as determined by service site: (A) price per site visit; or (B) price per defined time period (monthly, weekly or bi-weekly). Failure of Service Provider to submit a quotation in accordance with the defined scope of work, frequency of service, and price method shall cause rejection of quotation.

Price submitted shall be inclusive of all labor, technical expertise, supervision, customary equipment, supplies, fuel, transportation, insurance, profit and any other direct or indirect costs associated with the performance of any pending contract. Price shall be firm for the term of the contract. No other charges or surcharges shall be applicable to the contract unless specifically permitted.

For purposes of price quotation, it shall be assumed that all specified services can be accomplished within an eight (08) hour or less work period. Accordingly, each site visit shall be defined by and compensation based on the completion of all specified services regardless of actual time expended. In defining service frequency, it is understood that seasonal adjustments shall be made corresponding to the growing (April – Oct.) and dormant (Nov. – Mar.) seasons of the year. SBAC reserves the right make further service frequency adjustments due to extreme precipitation variances, budgetary limitations and for any other reason as in its best interest. In such case, the service rate may be adjusted accordingly, as mutually agreed, to reflect the change in service frequency.

The submission of price quotation shall constitute acknowledgement by Service Provider that a pre-quotation site inspection has been performed and that he/she is familiar with all site conditions that may affect work.

17. Supplemental Services: As part of services, Service Providers are encouraged to submit pricing for contract related supplementary services (i.e. - mulching, fertilizing, etc.) that may be available. Pricing for supplementary services shall not normally be considered in the contract award process. SBAC reserves the right to negotiate pricing for supplementary services with successful Service Provider if it is determined to be in the District's best interest.

18. Habitual Violator: Reference Attachment A, “23. Default”: In addition... Should the District determine that the number of complaints at any service site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Service Provider to discuss the specific issues. Within five (05) business days of meeting, Service Provider shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Service Provider’s record of performance continues to show, in the opinion of the District, that Service Provider is frequently, regularly or repetitively defaulting in the execution of any services required, and regardless of whether Service Provider has remedied any individual complaint, Service Provider shall be deemed a “habitual violator”. In such case, Service Provider shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of any and all contracts with the Districts within time as specified.

19. Required Submittals: In order to be considered for approval, each prospective Service Provider shall submit the following information with their complete Qualification Form. Failure to provide information in complete form may result in disqualification.

Complete, sign (as applicable) and return all forms.

Check (✓) as submitted:

- Service Provider Acceptance and Acknowledgement (Cover Page)
- Jessica Lunsford Act Form (page 3)
- Small/Minority Business Enterprise Certification Form (page 4)
- Debarment Form (page 5)
- Attachment C, SOQ Qualification Form (pages 22-27)
- Evidence of Insurability in the amounts indicated in Attachment A. If available, a properly completed ACCORD “Certificate of Liability Insurance” form is preferable
- Copy of Florida Workers’ Compensation “Certificate of Exemption” (if available)
- Copy of State of Florida Pest Control Operator Certification (if applicable)
- Subcontractor information (if applicable)
- Other information deemed important by prospective Service Provider

ATTACHMENT C
SOQ # 09-73
QUALIFICATION FORM
LANDSCAPE MAINTENANCE SERVICES

Service Provider

Business Name: _____

Check one: Sole Proprietor Partnership Corporation

Contact Information

Designated Primary Representative:

Name: _____ Title: _____

Phone #: _____ Fax#: _____

Cell #: _____ Email: _____

Second Contact (if Primary Representative is not available):

Name: _____ Title: _____

Phone #: _____ Fax#: _____

Cell #: _____ Email: _____

Emergency Contact Information (Check if same as Primary Representative):

Name: _____ Title: _____

Phone #: _____ Fax#: _____

Cell #: _____ Email: _____

Service Provider Location

Address of business from which service personnel will be dispatched under any pending contract:

Address: _____

City/State/Zip: _____

Phone #: _____ Fax#: _____

Experience

- Years in business under present name: _____
- Year performing landscape maintenance services: _____
- Years performing landscape maintenance services within limits of Alachua County: _____
- Number of commercial customers currently under contract: _____

- Has your firm previously performed work for the School Board of Alachua County within last three (03) years? Yes No If yes, provide service site(s) and year(s) of service:

	<u>Service Site</u>	<u>Year(s) of Service</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Business Operations

- Number of qualified personnel currently available to provide services to the District:
Full time _____ Part time _____
- Current number of supervisory personnel (Crew Leaders) available: _____
- Is it your firm’s intent to subcontract any part of any pending contract? Yes No
If yes, provide subcontractor information as an attachment to Qualification Form.
- Is the provision of landscape maintenance services your primary source of revenue? Yes No
If no, please explain: _____

Availability

- Check (✓) days and indicate hours of availability to provide services to the District. It is understood that time as indicated is subject to change.

Weekday

- Monday..... Hours: _____ - _____
- Tuesday.... Hours: _____ - _____
- Wednesday... Hours: _____ - _____
- Thursday...Hours: _____ - _____
- Friday..... Hours: _____ - _____

Weekend

- Saturday..... Hours: _____ - _____
- Sunday.....Hours: _____ - _____

Insurance (Reference: Attachment A, “21. Insurance Requirements”)

- Does your company currently carry Comprehensive General Liability insurance meeting the Districts minimum insurance limits? Yes No
- Does your company currently carry Comprehensive Automobile Liability insurance meeting the District’s minimum insurance limits? Yes No

- Does your company agree to provide the District the minimum insurance requirements as specified if recommended for award of contract to provide services? Yes No
- If not, please explain: _____

- Is your company exempt from Florida Workers' Compensation Law? Yes No
 If yes, has your company been issued a current "Certificate of Exemption" by the State of Florida?
 Yes No
 If no, does your company agree to provide the District a "Certificate of Exemption" if recommended for award of contract to provide services? Yes No

Equipment (Reference: Attachment B, "15. General Service Equipment, n. Equipment")

- Does your company currently have available all the necessary service vehicles, equipment, tools and accessories as specified? Yes No
- Check (✓) as available: Riding mower(s) Walk behind mower(s) Line trimmer(s) Gas edger(s) Hedge trimmer(s) Chain saw(s) Pole saw(s) Backpack blower(s) Misc. hand tools, rakes, shovels, etc. Glover, goggles, and other safety equipment
- List all motorized mowing equipment that will be used in the performance of work:

Description of Equipment (Mfg., type, model #)	# Equipment Available	Cutting Width

Chemical Weed Control (Reference Appendix A, "14. Scope of Services, g. Chemical Weed Control")

- As part of services available, is it your company's intent to provide chemical weed control?
 Yes No
 If yes, check (✓) as applicable: Restricted use (licensed) Over-the-counter
- Is your firm certified and licensed by the State of Florida in the commercial application of restricted use pesticides/herbicides? Yes No

Area Preference (Reference: Appendix A, “Service Site Directory”)

- Check (✓) each preferred Zone that you are proposing to provide services.

(✓)	Zone	List Specific Service Site Exceptions
	Northwest (NW)	
	Northwest Rural (NWR)	
	Southwest (SW)	
	Southwest Rural (SWR)	
	Northeast (NE)	
	Northeast Rural (NER)	
	Southeast (SE)	
	Southeast Rural (SER)	

References

- Service Provider shall provide a minimum three (03) references in accordance with the following requirements. Verification of references by the Purchasing Department shall be contingent on Service Provider providing current and correct information. Failure to provide such information for all listed references may result in disqualification. Additional references may be listed at prospective Service Provider’s own discretion.
 - A. Service Provider shall have been the prime contractor for each reference provided;
 - B. References shall be for a school district, public agency, commercial account, multi-residential development and/or institutional complex;
 - C. References shall be located within State of Florida;
 - D. References shall be for work performed within the last two (02) years;
 - E. A minimum one (01) reference shall have been serviced for a minimum one (01) year.

1. Company/Organization Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____
Currently Servicing: Yes No Date(s) of Service: _____
Brief Description of Facility Maintained: _____

Brief Description of Services Provided: _____

2. Company/Organization Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____
Currently Servicing: Yes No Date(s) of Service: _____
Brief Description of Facility Maintained: _____

Brief Description of Services Provided: _____

3. Company/Organization Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____
Currently Servicing: Yes No Date(s) of Service: _____
Brief Description of Facility Maintained: _____

Brief Description of Services Provided: _____

4. Company/Organization Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____
Currently Servicing: Yes No Date(s) of Service: _____
Brief Description of Facility Maintained: _____

Brief Description of Services Provided: _____

5. Company/Organization Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact name: _____ Title: _____
Telephone #: (_____) _____
Currently Servicing: Yes No Date(s) of Service: _____
Brief Description of Facility Maintained: _____

Brief Description of Services Provided: _____

APPENDIX A
SERVICE SITE DIRECTORY

#	Zone	District Service Site	Address	City
1	NE	Bishop, Howard W., Middle	1901 NE 9 Street	Gainesville, FL 32609
2	NE	Duval, Charles, Elementary	2106 NE 8 Avenue	Gainesville, FL 32641
3	NE	Fearnside Family Services	3600 NE 15 Street	Gainesville, FL 32609
4	NE	Horizon Center	2802 NE 8 Avenue	Gainesville, FL 32641
5	NE	Kirby-Smith Center	620 E. University Ave.	Gainesville, FL 32601
6	NE	Loften High	3000 E. University Ave.	Gainesville, FL 32641
7	NE	Manning Center	1817 E. University Ave.	Gainesville, FL 32601
8	NE	Metcalfe, W. A., Elementary	1250 NE 18 Avenue	Gainesville, FL 32609
9	NE	Rawlings, M. K., Elementary	3500 NE 15 Street	Gainesville, FL 32609
10	NE	Regional Detention Center	3436 NE 39 Avenue	Gainesville, FL 32609
11	NE	Sivia Center	3700 NE 53 Avenue	Gainesville, FL 32601
12	NER	Camp Crystal Lake	6724 Camp Crystal Road	Stark, FL 32091
13	NER	Waldo Community	14450 NE 148 Avenue	Waldo, FL 32694
14	NW	A. Quinn Jones Center	1108 NW 7 Avenue	Gainesville, FL 32601
15	NW	Buchholz, F. W., High	5510 NW 27 Avenue	Gainesville, FL 32606
16	NW	Finley, J.J., Elementary	1912 NW 5 Avenue	Gainesville, FL 32603
17	NW	Foster, Stephen, Elementary	3800 NW 6 Street	Gainesville, FL 32609
18	NW	Ft. Clarke Middle	9301 NW 23 Avenue	Gainesville, FL 32606
19	NW	Gainesville High	1900 NW 13 Street	Gainesville, FL 32609
20	NW	Glen Springs Elementary	2826 NW 31 Avenue	Gainesville, FL 32605
21	NW	Hidden Oak Elementary	9205 NW 23 Avenue	Gainesville, FL 32606
22	NW	Irby, W. W. Elementary	13505 NW 140 Street	Alachua, FL 32615
23	NW	Littlewood Elementary	812 NW 34 Street	Gainesville, FL 32605
24	NW	Norton, C. W., Elementary	2200 NW 45 Avenue	Gainesville, FL 32605
25	NW	Sidney Lanier Center	312 NW 16 Avenue	Gainesville, FL 32601
26	NW	Talbot, Wm. S., Elementary	5701 NW 43 Street	Gainesville, FL 32653
27	NW	Westwood Middle	3215 NW 15 Avenue	Gainesville, FL 32605
28	NWR	Alachua Elementary	13800 NW 152 Place	Alachua, FL 32615
29	NWR	High Springs Community	1015 N Main	High Springs, FL 32643
30	NWR	Mebane, A. L., Middle	16401 NW 140 Street	Alachua, FL 32615
31	NWR	Santa Fe (Bus Depot)		Alachua, FL 32615
32	NWR	Santa Fe (9-12)	16213 NW US Hwy 441	Alachua, FL 32615
33	SE	Eastside High	1201 SE 43 Street	Gainesville, FL 32641
34	SE	Lake Forest Elementary	4401 SE 4 Avenue	Gainesville, FL 32641
35	SE	Lincoln, Abraham, Middle	1001 SE 12 Street	Gainesville, FL 32641
36	SE	Prairie View Academy	1700 SE 35 Avenue	Gainesville, FL 32641
37	SE	Transportation Department	1800 SE Hawthorne Rd.	Gainesville, FL 32641
38	SE	Williams, Joseph, Elementary	1245 SE 7 Avenue	Gainesville, FL 32641
39	SER	Hawthorne (Bus Depot)		Hawthorne, FL 32640

#	Zone	District Service Site	Address	City
40	SER	Hawthorne Middle/High	21403 SE 69 Avenue	Hawthorne, FL 32640
41	SER	Shell, Chester Elementary	21633 SE 65 Avenue	Hawthorne, FL 32640
42	SW	Chiles, Lawton, Elementary	2525 Schoolhouse Rd.	Gainesville, FL 32608
43	SW	Idylwild Elementary	4601 SW 20 Terrace	Gainesville, FL 32608
44	SW	Kanapaha Middle	5005 SW 75 Street	Gainesville, FL 32608
45	SW	Terwilliger, Myra, Elementary	301 NW 62 Street	Gainesville, FL 32607
46	SW	Wiles, Kimball, Elementary	4601 SW 75 Street	Gainesville, FL 32608
47	SWR	Archer Bus Depot		Archer, FL 32618
48	SWR	Archer Community	14533 SW 170 Street	Archer, FL 32618
49	SWR	Newberry (Bus Depot)		Newberry, FL 32669
50	SWR	Newberry High	400 SW 258 Street	Newberry, FL 32669
51	SWR	Newberry Elementary	25705 SW 15 Avenue	Newberry, FL 32669
52	SWR	Oak View Middle	1203 SW 250 Street	Newberry, FL 32669