



# Monroe County School District

Superintendent of Schools  
Mark T. Porter

## Board Rationale

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**File #:** 18-1080

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### **TITLE**

Approval of Award of ITB 2019906 Key West Athletic Field Specialties to Brighview Landscape Services, Inc.

### **BACKGROUND INFORMATION**

Work was solicited via ITB 2019906 Key West Athletic Field Specialties. The ITB was advertised via DemandStar, local newspaper, and the District's website. 383 vendors were sent notices and 8 vendors downloaded plans. One vendor attended the mandatory pre-bid meeting and submitted a bid response. This response was reviewed by a selection committee for compliance with the specification requirements and were found to be both responsive and responsible, however the price was higher than anticipated. As this was the only bid received, District Purchasing staff, along with the Maintenance Director, held a meeting on December 5th with Brighview to discuss the pricing and verify what they had included in that price. A best and final offer was requested for review. That offer was provided at the meeting which resulted in the contract amount which fell within the budgeted amount for this service. It is therefore the recommendation of the committee to award to Brighview Landscaping Services.

### **BUDGET INFORMATION**

Item Budgeted? Yes

Total Cost: NTE \$ 97,992.00

Budget Coding: 7900 310

Requisition Attached? No

### **CONTRACT INFORMATION**

Contract with: Brighview Landscape Services, Inc.

Contract value: NTE \$ 97,992.00

Budget coding: 7900 310

Contract Purpose / Description: Provide athletic field maintenance specialty work at KWHS and TRMS.

Work includes fertilization, weed control, insect control, decompression of turf, and annual clay preparation.

Contract Originator: Jeff Barrow, 53397, Maintenance Department

Board Meeting Date: 12/18/2018

### **RECOMMENDATION**

Approval of Award of ITB 2019906 Key West Athletic Field Specialty to Brighview Landscape Services, Inc.



# Monroe County School District

Superintendent of  
Schools  
Mark T. Porter

## Master

**File Number: 18-1080**

**File ID:** 18-1080

**Type:** Agenda Item

**Status:** Agenda Ready

**Version:** 1

**Vendor:**

**Action By:** School Board

**File Created:** 12/06/2018

**Subject:**

**Final Action:**

**Title:** Approval of Award of ITB 2019906 Key West Athletic Field Specialties to  
Brightview Landscape Services, Inc.

### Internal Notes:

### Sponsors:

**Effective Date:**

**Attachments:** Key West signed contract 12-7-18.pdf, ITB 2019906  
Key West Athletic Field Specialties.pdf, ITB 2019906  
QA No.1.pdf, ITB 2019906 QA No.2.pdf, ITB 2019906  
Brightview Response.pdf, ITB 2019906 Brightview  
Final Offer.pdf, COI 12-7-18.pdf

**Enactment Number:**

### Recommendation:

**Expiration Date:**

**Entered by:** Jeff.Barrow@KeysSchools.com

**Expiration Date:**

### Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/9/2018	Suanne Lee	Approve	12/10/2018
1	2	12/11/2018	Gaelan Jones	Approve	12/11/2018
1	3	12/12/2018	Kathryn Flannery	Approve	12/12/2018
1	4	12/12/2018	Ramon Dawkins	Approve	12/13/2018
1	5	12/12/2018	James Drake	Approve	12/13/2018
1	6	12/12/2018	Patrick Lefere	Approve	12/13/2018

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	12/18/2018					



**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 Landscape Services, 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: (insert dates – contract may be for a school year)

January 1, 2019 to December 31, 2019.

*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 specialties in on the Key West area fields per ITB 2019906

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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 \$ 97,992.00 (NTE-Not to exceed price) 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.

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#### 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 "*:

- ☒ **General Liability Insurance**  
Amount: \$1,000,000/\$2,000,000
- ☐ **Professional Liability Insurance**  
Amount: \_\_\_\_\_
- ☒ **Vehicle Liability Insurance**  
Amount: \$1,000,000
- ☒ **Workers Compensation Insurance**  
Amount: Statutory Limits

#### 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 as well as with the requirements of HB 1877, The Jessica Lunsford Act, 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 School Board in order to perform the service.
- (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
- (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Records@KeysSchools.com) OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).**

## **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. LIQUIDATED DAMAGES**

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$ Maintenance N/A per

day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

## 25. 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, 3<sup>rd</sup> Floor  
Islamorada, FL 33036

Contractor:  
Brightview Landscape Services, Inc. Location # 35210  
4155 E Mowry Drive  
Homestead, FL 33033

**IN WITNESS WHEREOF**, the parties have executed this Contract on this 6<sup>th</sup> day of

December, 2018.

[Signature]  
SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

December 18, 2018

DATE

[Signature]  
SIGNATURE OF SUPERINTENDENT

December 18.2018

DATE

[Signature]  
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

12/6/18  
DATE

Charles Gonzalez SVP  
PRINT NAME AND TITLE

**MONROE COUNTY SCHOOL DISTRICT  
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Charles Gonzalez, of the City/Township/Parrish of Homestead, 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 Landscape Services, Inc.

Nature of services presently being offered to School District: Key West Athletic Field Specialties ITB 2019906

2) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

3) ☐ have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

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. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

12/6/18  
Date

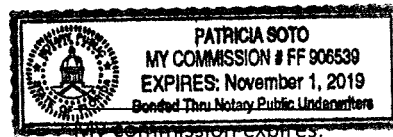
Charles Gonzalez  
(Signature of Authorized Representative)

STATE OF Florida  
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Charles Gonzalez 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 6 day of

December 20 18

Patricia Soto  
NOTARY PUBLIC



***Monroe County School District***

***INVITATION TO BID***

***ITB 2019906***

**Key West Athletic Field Specialties**



*Members of the Board*

*District # 1*

**BOBBY HIGHSMITH**  
**Chairman**

*District # 2*

**ANDY GRIFFITHS**

*District # 3*

**MINDY CONN**  
**Vice-Chairman**

*District # 4*

**JOHN R. DICK**

*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.: **ITB 2019906**

SOLICITATION TITLE: Key West Athletic Field Specialties

SUBMISSION DUE: November 30, 2018 10:00 AM

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

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](http://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.**

## ITB 2019906 – Key West Athletic Field Specialties

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**ITB 2019906 – Key West Athletic Field Specialties**

**INVITATION TO BID**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on November 30, 2018 at 10:00 AM the School Board of Monroe County (the “School District” or “School Board”) will open sealed proposals for the following:**

**ITB 2019906**  
**Key West Athletic Field Specialties**

**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](http://www.demandstar.com) . The public record documents are available on the district web site at [www.KeysSchools.com](http://www.KeysSchools.com) or by contacting the Internal Services Department / Purchasing Division, 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](mailto:Jessica.Bailey@KeysSchools.com).**

**All proposals must be received by the Internal Services Department / Purchasing Division on or before November 30, 2018 at 10:00 AM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, two (2) 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  
Internal Services Department / Purchasing Division, 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.**

**Suanne C. Lee, CPPO, CPPB, FCRM, RMLO  
Director of Internal Services**

**Released in Key West, Florida, October 19, 2018**

**ITB 2019906 – Key West Athletic Field Specialties**

***District School Board of Monroe County  
Internal Services Department / Purchasing Division***

***PROPOSAL FORM***

**ITB 2019906 – Key West Athletic Field Specialties**

***BID DUE /BID OPENING DATE/TIME: NOVEMBER 30, 2018 AT 10:00 AM***

***RETURN ONE (1) SIGNED ORIGINAL, TWO (2)  
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)  
OF THE PROPOSAL. 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 38 inclusive of this Invitation to Bid, 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 Invitation to Bid, and any released Addenda and understand that the following are requirements of this ITB 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 \_\_\_\_\_

## ITB 2019906 – Key West Athletic Field Specialties

### Scope of Work

#### 1. General Information

- a. The Monroe County School District is requesting bids for athletic field specialty services on fields located in the Key West area. 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 Key West Athletic Fields on October 31, 2018 at 12:00 PM.**
  - i. We will meet at the Key West High School front office (2100 Flagler Ave, Key West, FL 33040) and visit the Key West High School “Backyard” field and the Tommy Roberts Stadium Complex.
  - ii. After the mandatory walk through, additional school visits for proposals shall be coordinated with the schools. (NOTE: Vendors require escort when students are on campus, therefore, it is best to visit outside of student hours.)
- c. Contractor shall provide all labor, materials, and equipment required to perform the services. Pricing shall be lump sum with unit prices to cover specified tasks.
- d. 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 Maintenance Manager for that area. A written ruling will be obtained that the contractor shall follow.
- e. Companies must be able to provide documentation to demonstrate that they have been successfully performing similar work for at least three years.
- f. Insurance including Workers Compensation insurance shall be maintained at the levels specified in the contract made with the District.
- g. 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.
- h. When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- i. Notify the school administration of any unsafe condition that is noted that is outside of the scope of this specification
- j. Billing may be as individual items are completed or monthly listing tasks completed. Present bills via email to the Lower Keys Maintenance Supervisor. If the work is acceptable they will approve it for payment. Work not performed or not acceptable shall be prorated and deducted from the submitted bill.
  - i. Liquidated Damages – It is agreed that the Contractor shall pay to the Monroe County School District, not as a penalty but as liquidated damages, \$50 per calendar day for each day elapsed in excess of an agreed upon Scheduled Completion date for a task.
  - ii. The district will notify the contractor via email of incomplete tasks or that a field does not meet contract specifications.
  - iii. For corrective work, the contractor will have three business day after notification to correct the condition. If the field is not corrected, liquidated damages would apply. Damages will include the initial three day period.
  - iv. Submission of logbooks on a weekly basis is of critical importance under this agreement. Logbooks shall be completed weekly, and submitted to the District no later than 5PM on each

## **ITB 2019906 – Key West Athletic Field Specialties**

Monday following the weekly entry. Failure to submit logbooks to the District as described below will result in liquidated damages.

### **2. Staffing**

- a. Badges- 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. Shirts - 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. Foreman/Lead - 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. 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
- e. 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. In your proposal please propose subcontractors that you would like to be able to use.
- f. Training-The contractor is required annually to train their staff in safe work principles including, 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 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.
  - vii. Provide the district with copies of any training programs and sign in sheets from any training sessions.

### **3. Sites included in this contract:**

- a. Key West High School "Back yard"
  - i. Soccer/LAX field inside the track.
  - ii. Large practice field west of the track.
  - iii. Girls Softball field.
- b. Tommy Roberts Memorial Stadium
  - i. High School football field
  - ii. High School baseball field

### **4. Athletic Field Care Included in Lump Sum Pricing**

## ITB 2019906 – Key West Athletic Field Specialties

- a. A written log book shall be maintained for this 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. Work or maintenance performed on the field.
  - iv. Any treatments applied to the field including the amount and rate of the application.
  - v. **Number of hours worked on the field each day.**
- b. 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. In fields with >50% Bermuda turf grass, weed treatment shall include spot treatment in the lump sum price. Spot treatment shall be at a minimum performed weekly. Indicator shall be used control application and visually show all areas were treated. Chemicals like roundup or revolver can be used for spot weed control.
- c. Pest control shall be maintained constantly throughout the year.
  - i. Fire ant mounts noted during weed treatment should be killed with bait type produce similar to Amdro.
  - ii. Turf pests shall be controlled by pesticides included in the fertilizer program.
- d. 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. Fertilizer program shall contain weed and pest control at appropriate months.
- e. Irrigation Systems - the district has existing irrigation systems for all Bermuda grass athletic fields. This contractor will be responsible for operation, maintenance, and repair of these systems.
  - i. The system operates 1-3 times per week for 10 -15 minutes per zone. Irrigation levels are to be set 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.
  - ii. A written log shall be kept on the athletic field. Effectiveness of irrigation shall be checked and logged weekly. Adjustments shall be made as noted.
  - iii. 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 two weeks of being noted. Zone leaks and pumping issues should be noted at this time as well. These problems shall be corrected within one week of being noted. 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.
  - iv. 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.
  - v. 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.

### 5. Athletic Field Care - Unit Price Tasks

### **ITB 2019906 – Key West Athletic Field Specialties**

- a. Weed control - Full field treatment shall be provided on an as needed basis. Provide a separate line item price for this.
  - b. Pest control – Full field treatment. Provide a separate line item price for this.
  - c. Aerovating – Provide a unit price for aerovating the field using a hollow spike type or vibrating tine type rolling aerovator. Holes created should be between 3 and 4” deep and ~3/4” in diameter. Solid tine non-vibrating aerovators are not acceptable.
  - d. Verticutting –Verticutting the fields. This task shall be accomplished by a purpose specific slicing verticutting machine. Provide a separate unit price for this.
  - e. Top Dressing – This activity will include aerovating and topdressing with sand. This contractor will purchase the materials, receive, and place the materials using a top dressing machine.
    - i. Sand shall be non-compacting silica sand appropriate for top dressing.
    - ii. Install approximately ¼” layer. Do not exceed ¼” depth in installation.
    - iii. Rake out deep spots that could harm the turf.
  - f. Clay infield preseason prep – Clay infield care shall be as follows:
    - i. All clay work shall be evaluated in early November prior to the baseball or softball season beginning. Recommend if clay needed for the upcoming repairs. The District will purchase the clay. We will need at least two weeks to purchase the clay. This contractor shall place and spread the clay.
    - ii. The infields shall be rototilled and then laser graded to bring back into NHSAA specification. This also includes trimming of the infield, addition of clay, resetting bases, and reworking the pitcher’s mound.
    - iii. Infield areas shall be trimmed annually to remove the lip that forms around the infield. No more than a 3/4” rise is acceptable. Use a sod cutter to remove the excess material.
    - iv. All clay work shall be completed prior to the day students return from winter break. This day will vary each year from January 3rd through the 9th.
    - v. Clay areas shall be cleaned free of weeds, rocks, and sticks.
6. Equipment, Materials, and Supplies:
- a. Contractor will supply all manpower, materials, supplies, equipment needed to perform the work described in this specification unless specifically identified to be provided by the district.
    - i. Equipment includes but is not limited to vehicles, hand tools, heavy equipment, landscaping equipment, field maintenance equipment, irrigation equipment, or specialty equipment
    - ii. Contractor shall provide their crew with all personal protection equipment (PPE) needed to do the work described in this specification including PPE devices like gloves, masks, respirators, aprons, smocks, garments, safety glasses, ear muffs/plugs, face shields, etc.
  - b. If pricing is equal the District has a preference for Green Certified products.
  - c. All products must be approved for use by local, state, and federal guidelines.
  - d. 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.
  - e. Products that are not safe, per the manufacturer’s instructions once applied and dried, shall not be used.
  - f. Herbicides and pesticides must be approved for the application and should be the least toxic product available for the job.
    - i. The district will provide written approval of allowed herbicides and pesticides.

### **ITB 2019906 – Key West Athletic Field Specialties**

- ii. Persons applying pesticides and herbicides shall be supervised by someone licensed as required to apply these products. Provide copies of these licenses with your bid. (An example is the landscape and ornamental license.)
  - g. Provide the school with Material Safety Data Sheets (MSDS) on any product used at the school.
- 7. Evaluation of Athletic Field Maintenance services – The Lead Grounds Keeper and Lower Keys Maintenance Supervisor will review work on an ongoing basis. Unsatisfactory work will be noted by email to the contractor and associated invoices will not be paid.
- 8. Only qualified bids will be considered. Provide documentation with your bid on each of the following items to be considered for qualification. Bids that do not provide satisfactory evidence of these required qualifications will not be evaluated:
  - a. Documentation of having successfully performed similar work for at least three years. Jobs should be of similar type and size, specifically related to athletic field maintenance, field striping, clay preparation, and turf care including administration of pesticide/fertilizer programs.
  - b. Three customer references for projects performed in the last five years where similar athletic field care is provided (reference form is provided).
  - c. Documentation of who on staff holds licenses for application of pesticides and herbicides.
  - d. Provide proof of insurability and an appropriate business license required for this project.
- 9. A committee will review bids to determine if they are respondent, complete, and from a qualified bidder. Bids deemed respondent will be ranked by price from the total of the submitted price sheet (lump sum plus unit prices) and submitted to the school board for review.

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### Local Preference

#### Application:

ITB - A local bidder that is within 5% of a non-local apparent low bid in a solicitation is given the opportunity to match the non-local bid within 3 business days of the recommendation from the committee. If the local vendor confirms in writing that they will match the low bid, the notice of intent will go out recommending the local vendor. If they cannot, the notice of intent will go to the non-local vendor.

RFP – Local preference can become part of the ranking matrix used to evaluate proposals by applying EITHER 5 points (5%) for local preference OR 5 points (5%) for a factors affected by geographic location: ie: response time, knowledge of county/city requirements.

Location Boundaries - Bids are procured based on the geographic areas needed within the district. Application boundaries will be within 25 miles of any one of the district locations in that geographic location. Bids are procured by either specific City whereas boundaries will apply to that city, Regions (ie: Lower Keys (sites within Key West to Sugarloaf Key), Middle Keys (Marathon area sites) or Upper Keys (first site north of Marathon city limits extending to the northernmost Key Largo school site), or District Wide (encompassing district facilities from Key West to Key Largo).

In order to qualify for local preference, the bidder would need to meet all of the following criteria and submit documentation as stated below:

- Vendor must fill out a Local Preference Affidavit and submit with bid solicitation for which preference is being applied and
- Principal address registered with Department of State as operating out of an office within 25 miles of boundaries of the location for which goods/services are being solicited, or if the job pertains to the entire district, then any one of the cities located within Monroe County, as evident by State Business License (COPY MUST BE SUBMITTED) and
- Business is listed with the chief licensing official in Monroe County as having a business tax receipt within 25 miles of boundaries of the location for which services are being solicited for at least one year prior to solicitation; (COPY MUST BE SUBMITTED) and
- Affirm that at least 50% of workforce live in Monroe County (via local Preference affidavit); and
- At least one member (director or principal) of the entity shall reside within Monroe County (Copy of DL or FL ID Card Must be Submitted).

#### NOTES:

1. Joint Ventures can qualify if at least one of the two entities meets the test set forth above and the combined local workforce of the joint venture is at least 50% local.
2. You cannot use a PO box to prove address verifications above.
3. Any bidder who fails to submit sufficient documentation with their bid or proposal shall not be granted local preference consideration for the purpose of that award.



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4. Preference is calculated based on the total bid or quote price, including any alternate or optional services or products in the bid or quote selected.
5. The preference in no way prohibits the right of the agency to compare quality of materials proposed and purchase, evaluate the best interest of the agency with options provided in proposals, etc.
6. Board reserves the right to withhold application of local preference if in the best interests of the District or where application of preference would conflict with statute, administrative rule, or the terms of any grant funding of the purchase or contract.
7. Vendors found to have falsified documentation with regard to local preference certification will be subject to suspension up to/including debarment.

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### **Bid Documents Required**

The following documents and forms in the following arrangement must accompany each bid submitted:

- ☐ Bid Documents Required Checklist
- ☐ Bid Proposal Form
- ☐ Addenda Acknowledgement Form
- ☐ Contractor Rules Form
- ☐ Debarment Certification
- ☐ Identical Tie Proposals Form
- ☐ Non-Collusion Affidavit
- ☐ Business/Personal Relationship Disclosure Affidavit
- ☐ Drug Free Workplace Form
- ☐ W-9
- ☐ Vendor Information Sheet
- ☐ Documentation of having successfully performed similar work for at least three years.
- ☐ Documentation of who on staff holds licenses for application of pesticides and herbicides.
- ☐ Proof of insurability and an appropriate business license required for this project.
- ☐ Price Sheet
- ☐ Reference Form
- ☐ Local Preference Affidavit and backup (if applicable)

I, \_\_\_\_\_ (name), an authorized officer of \_\_\_\_\_ (company/vendor), confirm that the above listed documents are provided in our bid being submitted to the Monroe County School District and confirm that I have read and understand the ITB document in its entirety.

\_\_\_\_\_  
Signature

**ITB 2019906 – Key West Athletic Field Specialties**

**Price Sheet**

Annual Lump Sum Athletic Field Care for items listed in that section      \$ \_\_\_\_\_

**Unit Pricing Items**

Full Field Weed Control Application per acre      \$ \_\_\_\_\_

Full Field Pest Control Application per acre      \$ \_\_\_\_\_

Aerovating per acre      \$ \_\_\_\_\_

Verticutting per acre      \$ \_\_\_\_\_

Top dressing per acre      \$ \_\_\_\_\_

Baseball Infield preparation      \$ \_\_\_\_\_

Softball Infield preparation      \$ \_\_\_\_\_

**ITB 2019906 – Key West Athletic Field Specialties**

**Reference Form**

Provide three references from agencies you have provided similar goods or services to in the past five (5) 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: \_\_\_\_\_

\_\_\_\_\_

**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: \_\_\_\_\_

## ITB 2019906 – Key West Athletic Field Specialties

### 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 ITB 2019906		
DATE:	TIME (ET):	ACTION:
October 19, 2018	8:00 AM	Release Solicitation
October 19, 20, 2018	Publication	Notice of Solicitation /Bid Opening
October 31, 2018	10:00 AM	Mandatory Pre-Bid Meeting (Open to Public – Key West High School, 2100 Flagler Ave, Key West, FL 33040)
November 9, 2018	5:00 PM	Last day for submission of written questions to MCSD
November 14, 2018	5:00 PM	Last day for MCSD to post answers to questions
November 30, 2018	10:00 AM	Proposal Due/Bid Opening (Open to Public —MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
November 30, 2018	5:00 PM	Recommendation to Award
December 18, 2018	3:00 PM	Board Meeting (Open to Public — Key West City Hall, 1300 White Street, Key West, FL 33040)

## **ITB 2019906 – Key West Athletic Field Specialties**

### **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 ITB 2019906 - Key West Athletic Field Specialties. 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, two (2) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than November 30, 2018 at 10:00 AM to:

**Monroe County School District  
Administration Building - Internal Services Department / Purchasing Division, Room 119  
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.

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.

## **ITB 2019906 – Key West Athletic Field Specialties**

### ***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.

## ITB 2019906 – Key West Athletic Field Specialties

### 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 Internal Services Department / Purchasing Division 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 **Internal Services Department / Purchasing Division** 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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



## ITB 2019906 – Key West Athletic Field Specialties

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 **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](mailto:Jessica.Bailey@KeysSchools.com). The Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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](http://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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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

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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 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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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.

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**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 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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

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omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division'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 proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (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 Internal Services Department / Purchasing Division 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 Superintendent will then recommend the vendor receiving the highest point score 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.

**30. REJECTION OF PROPOSALS:** A proposal may be rejected by the Internal Services Department / Purchasing

Division 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 Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on [www.demandstar.com](http://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 Internal Services Department / Purchasing Division 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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file



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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.

**33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department / Purchasing Division 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](http://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 Internal Services Department / Purchasing Division. 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 Internal Services Department / Purchasing Division 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 9:00 AM and 3:00 PM, 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

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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 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.

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**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](http://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

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**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: \_\_\_\_\_



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### **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

**ITB 2019906 – Key West Athletic Field Specialties**

**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

## ITB 2019906 – Key West Athletic Field Specialties

### **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

ITB 2019906 – Key West Athletic Field Specialties

**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:

**ITB 2019906 – Key West Athletic Field Specialties**

**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."

ITB 2019906 – Key West Athletic Field Specialties

MONROE COUNTY SCHOOL DISTRICT  
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: \_\_\_\_\_

Nature of services presently being offered to School District: \_\_\_\_\_

2) \_\_\_\_ I have (OR) \_\_\_\_ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_ I have (OR) \_\_\_\_ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

\_\_\_\_\_

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. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

\_\_\_\_\_  
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:

**ITB 2019906 – Key West Athletic Field Specialties**

**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

## ITB 2019906 – Key West Athletic Field Specialties

### **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.





**ITB 2019906 – Key West Athletic Field Specialties**

Monroe County School District  
Vendor Information Sheet

Vendor Name: \_\_\_\_\_

Federal EIN/SSN: \_\_\_\_\_

Primary Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

ITB 2019906 – Key West Athletic Field Specialties

MONROE COUNTY SCHOOL DISTRICT  
LOCAL VENDOR AFFIDAVIT

The undersigned, as a duly authorized representative certifies to the best of his/her knowledge, that the vendor meets the definition of a "Local Business" by meeting ALL of the following criteria:

a) Principle address registered with the Department of State showing an address within 25 miles of the boundaries of the city for which goods/services are being solicited, or if the job pertains to the entire district, then any one of the cities located within Monroe County, (copy of license required) AND

b) Is listed with the chief licensing official for the City/County having a business tax receipt within 25 miles of the boundaries of the location for which goods/services are being solicited at least one year prior to the date of the solicitation, (copy of license required) AND

c) Attests that they maintain a workforce that is made up of at least 50% of its employees from within Monroe County, AND

d) At least one member (director or principle) of the entity shall reside within Monroe County (copy of ID required).

Please submit this signed, notarized form, along with copies of your state and local licenses indicated above, with your bid proposal for review. **Failure to include this form, together with the copies requested, will result in denial of certification as a local business for preference purposes.**

Business Name: \_\_\_\_\_

Name of Representative Signing Below: \_\_\_\_\_

Current Local Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

by \_\_\_\_\_, of \_\_\_\_\_

Name of Representative

Name of Company

☐ who is personally known OR has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Signature of Notary

(Stamp or Seal)

**MARK T. PORTER**  
*Superintendent of Schools*



***Members of the Board***

*District # 1*  
**BOBBY HIGHSMITH**  
*Chairman*

*District # 2*  
**ANDY GRIFFITHS**

*District # 3*  
**MINDY CONN**  
*Vice-Chairman*

*District # 4*  
**JOHN R. DICK**

*District # 5*  
**RONALD A. MARTIN**

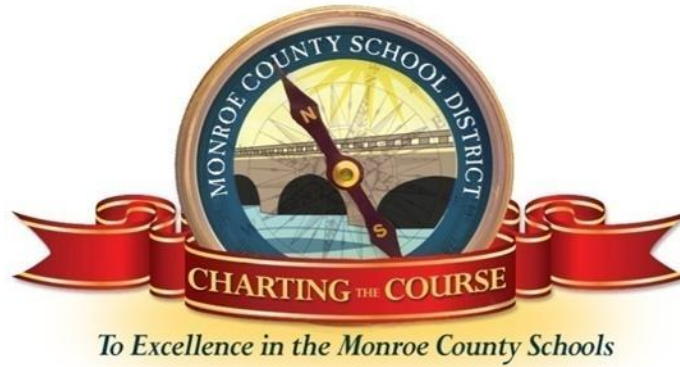
**Bid No: ITB 2019906**  
**Name of Bid: Key West Athletic Field Specialties**  
**Post Date: 10/30/18**  
**Notice Post Time: 4:45 PM**

**Q&A No.1**

Q: I had some questions regarding the athletic field maintenance projects that you have for the Key West High School. I was speaking with some contractors that were interested in attending the pre-bid meeting and they wanted to know if the scope of work included striping the fields or other paint related projects.

A: No, it does not include striping or other paint related projects.

**MARK T. PORTER**  
*Superintendent of Schools*



***Members of the Board***

*District # 1*  
**BOBBY HIGHSMITH**  
*Chairman*

*District # 2*  
**ANDY GRIFFITHS**

*District # 3*  
**MINDY CONN**  
*Vice-Chairman*

*District # 4*  
**JOHN R. DICK**

*District # 5*  
**RONALD A. MARTIN**

**Bid No: ITB 2019906**

**Name of Bid: Key West Athletic Field Specialties**

**Post Date: 11/9/18**

**Notice Post Time: 5:00 PM**

**Q&A No.2**

Q: Is there a budget for this bid and if so may we request it.

A: As this is a new project being bid by MCSD no official budget has been set.

***Monroe County School District***

***INVITATION TO BID***

***ITB 2019906***

**Key West Athletic Field Specialties**



*Members of the Board*

*District # 1*

**BOBBY HIGHSMITH**  
Chairman

*District # 2*

**ANDY GRIFFITHS**

*District # 3*

**MINDY CONN**  
Vice-Chairman

*District # 4*

**JOHN R. DICK**

*District # 5*

**RONALD A. MARTIN**

**Mark T. Porter**

***Superintendent of Schools***

**ITB 2019906 – Key West Athletic Field Specialties**

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ITB 2019906 – Key West Athletic Field Specialties

**INVITATION TO BID**

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on November 30, 2018 at 10:00 AM the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

**ITB 2019906**  
**Key West Athletic Field Specialties**

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](http://www.demandstar.com) . The public record documents are available on the district web site at [www.KeysSchools.com](http://www.KeysSchools.com) or by contacting the Internal Services Department / Purchasing Division, 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](mailto:Jessica.Bailey@KeysSchools.com).

All proposals must be received by the Internal Services Department / Purchasing Division on or before November 30, 2018 at 10:00 AM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, two (2) 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  
Internal Services Department / Purchasing Division, 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.

Suanne C. Lee, CPPO, CPPB, FCRM, RMLO  
Director of Internal Services

Released in Key West, Florida, October 19, 2018



ITB 2019906 – Key West Athletic Field Specialties

District School Board of Monroe County  
Internal Services Department / Purchasing Division

PROPOSAL FORM

ITB 2019906 – Key West Athletic Field Specialties

BID DUE /BID OPENING DATE/TIME: NOVEMBER 30, 2018 AT 10:00 AM

RETURN ONE (1) SIGNED ORIGINAL, TWO (2)  
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)  
OF THE PROPOSAL. 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 LANDSCAPE  
NAME OF COMPANY SERVICES, INC.

4155 E. MOWRY DR.  
ADDRESS OF COMPANY HOMESTEAD FL 33033

CHARLES GONZALEZ  
PRINT NAME OF AUTHORIZED SIGNATURE

CHARLES.GONZALEZ@BRIGHTVIEW.COM  
EMAIL ADDRESS

305-258-8011 305-258-0809  
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 38 inclusive of this Invitation to Bid, 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 Invitation to Bid, and any released Addenda and understand that the following are requirements of this ITB 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 11-26-18

Name of Proposer's Authorized Representative CHARLES GONZALEZ Title of Proposer's Authorized Representative SVP

## ITB 2019906 – Key West Athletic Field Specialties

### Scope of Work

#### 1. General Information

- a. The Monroe County School District is requesting bids for athletic field specialty services on fields located in the Key West area. 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 Key West Athletic Fields on October 31, 2018 at 12:00 PM.**
  - i. We will meet at the Key West High School front office (2100 Flagler Ave, Key West, FL 33040) and visit the Key West High School "Backyard" field and the Tommy Roberts Stadium Complex.
  - ii. After the mandatory walk through, additional school visits for proposals shall be coordinated with the schools. (NOTE: Vendors require escort when students are on campus, therefore, it is best to visit outside of student hours.)
- c. Contractor shall provide all labor, materials, and equipment required to perform the services. Pricing shall be lump sum with unit prices to cover specified tasks.
- d. 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 Maintenance Manager for that area. A written ruling will be obtained that the contractor shall follow.
- e. Companies must be able to provide documentation to demonstrate that they have been successfully performing similar work for at least three years.
- f. Insurance including Workers Compensation insurance shall be maintained at the levels specified in the contract made with the District.
- g. 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.
- h. When requested, the contractor shall cooperate with any ongoing investigation involving economic loss or damage to the buildings or personal property.
- i. Notify the school administration of any unsafe condition that is noted that is outside of the scope of this specification
- j. Billing may be as individual items are completed or monthly listing tasks completed. Present bills via email to the Lower Keys Maintenance Supervisor. If the work is acceptable they will approve it for payment. Work not performed or not acceptable shall be prorated and deducted from the submitted bill.
  - i. Liquidated Damages – It is agreed that the Contractor shall pay to the Monroe County School District, not as a penalty but as liquidated damages, \$50 per calendar day for each day elapsed in excess of an agreed upon Scheduled Completion date for a task.
  - ii. The district will notify the contractor via email of incomplete tasks or that a field does not meet contract specifications.
  - iii. For corrective work, the contractor will have three business day after notification to correct the condition. If the field is not corrected, liquidated damages would apply. Damages will include the initial three day period.
  - iv. Submission of logbooks on a weekly basis is of critical importance under this agreement. Logbooks shall be completed weekly, and submitted to the District no later than 5PM on each

## **ITB 2019906 – Key West Athletic Field Specialties**

Monday following the weekly entry. Failure to submit logbooks to the District as described below will result in liquidated damages.

### **2. Staffing**

- a. Badges- 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. Shirts - 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. Foreman/Lead - 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. 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
- e. 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. In your proposal please propose subcontractors that you would like to be able to use.
- f. Training-The contractor is required annually to train their staff in safe work principles including, 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 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.
  - vii. Provide the district with copies of any training programs and sign in sheets from any training sessions.

### **3. Sites included in this contract:**

- a. Key West High School "Back yard"
  - i. Soccer/LAX field inside the track.
  - ii. Large practice field west of the track.
  - iii. Girls Softball field.
- b. Tommy Roberts Memorial Stadium
  - i. High School football field
  - ii. High School baseball field

### **4. Athletic Field Care Included in Lump Sum Pricing**

### ITB 2019906 – Key West Athletic Field Specialties

- a. A written log book shall be maintained for this 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. Work or maintenance performed on the field.
  - iv. Any treatments applied to the field including the amount and rate of the application.
  - v. **Number of hours worked on the field each day.**
- b. 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. In fields with >50% Bermuda turf grass, weed treatment shall include spot treatment in the lump sum price. Spot treatment shall be at a minimum performed weekly. Indicator shall be used control application and visually show all areas were treated. Chemicals like roundup or revolver can be used for spot weed control.
- c. Pest control shall be maintained constantly throughout the year.
  - i. Fire ant mounts noted during weed treatment should be killed with bait type produce similar to Amdro.
  - ii. Turf pests shall be controlled by pesticides included in the fertilizer program.
- d. 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. Fertilizer program shall contain weed and pest control at appropriate months.
- e. Irrigation Systems - the district has existing irrigation systems for all Bermuda grass athletic fields. This contractor will be responsible for operation, maintenance, and repair of these systems.
  - i. The system operates 1-3 times per week for 10 -15 minutes per zone. Irrigation levels are to be set 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.
  - ii. A written log shall be kept on the athletic field. Effectiveness of irrigation shall be checked and logged weekly. Adjustments shall be made as noted.
  - iii. 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 two weeks of being noted. Zone leaks and pumping issues should be noted at this time as well. These problems shall be corrected within one week of being noted. 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.
  - iv. 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.
  - v. 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.

#### 5. Athletic Field Care - Unit Price Tasks

### **ITB 2019906 – Key West Athletic Field Specialties**

- a. Weed control - Full field treatment shall be provided on an as needed basis. Provide a separate line item price for this.
  - b. Pest control – Full field treatment. Provide a separate line item price for this.
  - c. Aerovating – Provide a unit price for aerovating the field using a hollow spike type or vibrating tine type rolling aerovator. Holes created should be between 3 and 4” deep and ~3/4” in diameter. Solid tine non-vibrating aerovators are not acceptable.
  - d. Verticutting –Verticutting the fields. This task shall be accomplished by a purpose specific slicing verticutting machine. Provide a separate unit price for this.
  - e. Top Dressing – This activity will include aerovating and topdressing with sand. This contractor will purchase the materials, receive, and place the materials using a top dressing machine.
    - i. Sand shall be non-compacting silica sand appropriate for top dressing.
    - ii. Install approximately 1/4” layer. Do not exceed 1/4” depth in installation.
    - iii. Rake out deep spots that could harm the turf.
  - f. Clay infield preseason prep – Clay infield care shall be as follows:
    - i. All clay work shall be evaluated in early November prior to the baseball or softball season beginning. Recommend if clay needed for the upcoming repairs. The District will purchase the clay. We will need at least two weeks to purchase the clay. This contractor shall place and spread the clay.
    - ii. The infields shall be rototilled and then laser graded to bring back into NHSAA specification. This also includes trimming of the infield, addition of clay, resetting bases, and reworking the pitcher’s mound.
    - iii. Infield areas shall be trimmed annually to remove the lip that forms around the infield. No more than a 3/4” rise is acceptable. Use a sod cutter to remove the excess material.
    - iv. All clay work shall be completed prior to the day students return from winter break. This day will vary each year from January 3rd through the 9th.
    - v. Clay areas shall be cleaned free of weeds, rocks, and sticks.
6. Equipment, Materials, and Supplies:
- a. Contractor will supply all manpower, materials, supplies, equipment needed to perform the work described in this specification unless specifically identified to be provided by the district.
    - i. Equipment includes but is not limited to vehicles, hand tools, heavy equipment, landscaping equipment, field maintenance equipment, irrigation equipment, or specialty equipment
    - ii. Contractor shall provide their crew with all personal protection equipment (PPE) needed to do the work described in this specification including PPE devices like gloves, masks, respirators, aprons, smocks, garments, safety glasses, ear muffs/plugs, face shields, etc.
  - b. If pricing is equal the District has a preference for Green Certified products.
  - c. All products must be approved for use by local, state, and federal guidelines.
  - d. 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.
  - e. Products that are not safe, per the manufacturer’s instructions once applied and dried, shall not be used.
  - f. Herbicides and pesticides must be approved for the application and should be the least toxic product available for the job.
    - i. The district will provide written approval of allowed herbicides and pesticides.

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- ii. Persons applying pesticides and herbicides shall be supervised by someone licensed as required to apply these products. Provide copies of these licenses with your bid. (An example is the landscape and ornamental license.)
  - g. Provide the school with Material Safety Data Sheets (MSDS) on any product used at the school.
- 7. Evaluation of Athletic Field Maintenance services – The Lead Grounds Keeper and Lower Keys Maintenance Supervisor will review work on an ongoing basis. Unsatisfactory work will be noted by email to the contractor and associated invoices will not be paid.
- 8. Only qualified bids will be considered. Provide documentation with your bid on each of the following items to be considered for qualification. Bids that do not provide satisfactory evidence of these required qualifications will not be evaluated:
  - a. Documentation of having successfully performed similar work for at least three years. Jobs should be of similar type and size, specifically related to athletic field maintenance, field striping, clay preparation, and turf care including administration of pesticide/fertilizer programs.
  - b. Three customer references for projects performed in the last five years where similar athletic field care is provided (reference form is provided).
  - c. Documentation of who on staff holds licenses for application of pesticides and herbicides.
  - d. Provide proof of insurability and an appropriate business license required for this project.
- 9. A committee will review bids to determine if they are respondent, complete, and from a qualified bidder. Bids deemed respondent will be ranked by price from the total of the submitted price sheet (lump sum plus unit prices) and submitted to the school board for review.

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### Local Preference

#### Application:

ITB - A local bidder that is within 5% of a non-local apparent low bid in a solicitation is given the opportunity to match the non-local bid within 3 business days of the recommendation from the committee. If the local vendor confirms in writing that they will match the low bid, the notice of intent will go out recommending the local vendor. If they cannot, the notice of intent will go to the non-local vendor.

RFP – Local preference can become part of the ranking matrix used to evaluate proposals by applying EITHER 5 points (5%) for local preference OR 5 points (5%) for a factors affected by geographic location: ie: response time, knowledge of county/city requirements.

Location Boundaries - Bids are procured based on the geographic areas needed within the district. Application boundaries will be within 25 miles of any one of the district locations in that geographic location. Bids are procured by either specific City whereas boundaries will apply to that city, Regions (ie: Lower Keys (sites within Key West to Sugarloaf Key), Middle Keys (Marathon area sites) or Upper Keys (first site north of Marathon city limits extending to the northernmost Key Largo school site), or District Wide (encompassing district facilities from Key West to Key Largo).

In order to qualify for local preference, the bidder would need to meet all of the following criteria and submit documentation as stated below:

- Vendor must fill out a Local Preference Affidavit and submit with bid solicitation for which preference is being applied and
- Principal address registered with Department of State as operating out of an office within 25 miles of boundaries of the location for which goods/services are being solicited, or if the job pertains to the entire district, then any one of the cities located within Monroe County, as evident by State Business License (COPY MUST BE SUBMITTED) and
- Business is listed with the chief licensing official in Monroe County as having a business tax receipt within 25 miles of boundaries of the location for which services are being solicited for at least one year prior to solicitation; (COPY MUST BE SUBMITTED) and
- Affirm that at least 50% of workforce live in Monroe County (via local Preference affidavit); and
- At least one member (director or principal) of the entity shall reside within Monroe County (Copy of DL or FL ID Card Must be Submitted).

#### NOTES:

1. Joint Ventures can qualify if at least one of the two entities meets the test set forth above and the combined local workforce of the joint venture is at least 50% local.
2. You cannot use a PO box to prove address verifications above.
3. Any bidder who fails to submit sufficient documentation with their bid or proposal shall not be granted local preference consideration for the purpose of that award.

#### **ITB 2019906 – Key West Athletic Field Specialties**

4. Preference is calculated based on the total bid or quote price, including any alternate or optional services or products in the bid or quote selected.
5. The preference in no way prohibits the right of the agency to compare quality of materials proposed and purchase, evaluate the best interest of the agency with options provided in proposals, etc.
6. Board reserves the right to withhold application of local preference if in the best interests of the District or where application of preference would conflict with statute, administrative rule, or the terms of any grant funding of the purchase or contract.
7. Vendors found to have falsified documentation with regard to local preference certification will be subject to suspension up to/including debarment.



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### **Bid Documents Required**

The following documents and forms in the following arrangement must accompany each bid submitted:

- ☐ Bid Documents Required Checklist
- ☐ Bid Proposal Form
- ☐ Addenda Acknowledgement Form
- ☐ Contractor Rules Form
- ☐ Debarment Certification
- ☐ Identical Tie Proposals Form
- ☐ Non-Collusion Affidavit
- ☐ Business/Personal Relationship Disclosure Affidavit
- ☐ Drug Free Workplace Form
- ☐ W-9
- ☐ Vendor Information Sheet
- ☐ Documentation of having successfully performed similar work for at least three years.
- ☐ Documentation of who on staff holds licenses for application of pesticides and herbicides.
- ☐ Proof of insurability and an appropriate business license required for this project.
- ☐ Price Sheet
- ☐ Reference Form
- ☐ Local Preference Affidavit and backup (if applicable)

I, CHARLES GONZALEZ (name), an authorized officer of BRIGHTVIEW LANDSCAPE SERVICES, INC. (company/vendor), confirm that the above listed documents are provided in our bid being submitted to the Monroe County School District and confirm that I have read and understand the ITB document in its entirety.

  
\_\_\_\_\_  
Signature

ITB 2019906 – Key West Athletic Field Specialties

**Price Sheet**

Annual Lump Sum Athletic Field Care for items listed in that section \$ 114,372.<sup>00</sup>

**Unit Pricing Items**

Full Field Weed Control Application per acre	\$ <u>250.<sup>00</sup></u>
Full Field Pest Control Application per acre	\$ <u>155.<sup>00</sup></u>
Aerovating per acre	\$ <u>175</u>
Verticutting per acre	\$ <u>175</u>
Top dressing per acre	\$ <u>1,581</u>
Baseball Infield preparation	\$ <u>NO BASEBALL FIELD</u>
Softball Infield preparation <i>ONLY</i>	\$ <u>56</u>

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**Reference Form**

Provide three references from agencies you have provided similar goods or services to in the past five (5) years.

**Reference # 1**

Organization Name: TOWN OF CUTLER BAY Telephone # 786 205-3895

Contact Name: ETIENNE BETARANO Email Address: EBETARANO@CUTLERBAY-FL.GOV

Scope of Work Provided: FACILITY MAINTENANCE OF 10 PARKS  
ALL BALL FIELDS, COMMON AREAS AND IRRIGATION

Project Dollar Value: \$404,500 Present Contract Status: ACTIVE Contract Dates: MAY 2013 TO DATE

**Reference # 2**

Organization Name: MONROE COUNTY SCHOOL DISTRICT Telephone # 305-360-1434

Contact Name: JEFF BARROW Email Address: JEFF.BARROW@KEYSSCHOOL.COM

Scope of Work Provided: SCHOOL CAMPUS MAINTANCE & ATHLETIC FIELDS

PROJECT # 496,280

ACTIVE ON 5TH YR

**Reference # 3**

Organization Name: TOWN OF MIAMI LAKES ATHLETIC FIELDS Telephone # 305-364-6100

Contact Name: JEREMY BATDAUN Email Address: BATDAUN@MIAMILAKES-FL.GOV

Scope of Work Provided: MAINTENANCE OF ATHLETIC FIELDS

Project Dollar Value: 455,250 Present Contract Status: ACTIVE Contract Dates: 2006 TO DATE

Authorized Representative's Signature: CM Date: 11-26-18

Name (Printed) and Title: CHARLES GONZALEZ SVP

## ITB 2019906 – Key West Athletic Field Specialties

### 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 ITB 2019906		
DATE:	TIME (ET):	ACTION:
October 19, 2018	8:00 AM	Release Solicitation
October 19, 20, 2018	Publication	Notice of Solicitation /Bid Opening
October 31, 2018	10:00 AM	Mandatory Pre-Bid Meeting (Open to Public – Key West High School, 2100 Flagler Ave, Key West, FL 33040)
November 9, 2018	5:00 PM	Last day for submission of written questions to MCSD
November 14, 2018	5:00 PM	Last day for MCSD to post answers to questions
November 30, 2018	10:00 AM	Proposal Due/Bid Opening (Open to Public —MCSD Administration Bldg, 241 Trumbo Road, Key West, FL 33040)
November 30, 2018	5:00 PM	Recommendation to Award
December 18, 2018	3:00 PM	Board Meeting (Open to Public — Key West City Hall, 1300 White Street, Key West, FL 33040)

## **ITB 2019906 – Key West Athletic Field Specialties**

### **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 ITB 2019906 - Key West Athletic Field Specialties. 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, two (2) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than November 30, 2018 at 10:00 AM to:

**Monroe County School District  
Administration Building - Internal Services Department / Purchasing Division, Room 119  
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.
- 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.

## **ITB 2019906 – Key West Athletic Field Specialties**

### ***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.

## ITB 2019906 – Key West Athletic Field Specialties

### 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 Internal Services Department / Purchasing Division 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 **Internal Services Department / Purchasing Division** 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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

## ITB 2019906 – Key West Athletic Field Specialties

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 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](mailto:Jessica.Bailey@KeysSchools.com). The Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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](http://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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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



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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 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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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.

## ITB 2019906 – Key West Athletic Field Specialties

**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 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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

## ITB 2019906 – Key West Athletic Field Specialties

omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division'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 proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (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 Internal Services Department / Purchasing Division 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 Superintendent will then recommend the vendor receiving the highest point score 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.

**30. REJECTION OF PROPOSALS:** A proposal may be rejected by the Internal Services Department / Purchasing

Division 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 Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on [www.demandstar.com](http://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 Internal Services Department / Purchasing Division 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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file

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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.

**33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department / Purchasing Division 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](http://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 Internal Services Department / Purchasing Division. 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 Internal Services Department / Purchasing Division 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 9:00 AM and 3:00 PM, 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

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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 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.

ITB 2019906 – Key West Athletic Field Specialties

**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](http://www.demandstar.com).

ADDENDUM NO. 1 DATED 11/9/18

ADDENDUM NO. 2 DATED 10/30/18

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_

Date: 11-26-18



Applicant's Signature

**MARK T. PORTER**  
*Superintendent of Schools*



**Members of the Board**

*District # 1*  
**BOBBY HIGHSMITH**  
*Chairman*

*District # 2*  
**ANDY GRIFFITHS**

*District # 3*  
**MINDY CONN**  
*Vice-Chairman*

*District # 4*  
**JOHN R. DICK**

*District # 5*  
**RONALD A. MARTIN**

**Bid No: ITB 2019906**

**Name of Bid: Key West Athletic Field Specialties**

**Post Date: 10/30/18**

**Notice Post Time: 4:45 PM**

**Q&A No.1**

Q: I had some questions regarding the athletic field maintenance projects that you have for the Key West High School. I was speaking with some contractors that were interested in attending the pre-bid meeting and they wanted to know if the scope of work included striping the fields or other paint related projects.

A: No, it does not include striping or other paint related projects.

**MARK T. PORTER**  
*Superintendent of Schools*



**Members of the Board**

*District # 1*  
**BOBBY HIGHSMITH**  
*Chairman*

*District # 2*  
**ANDY GRIFFITHS**

*District # 3*  
**MINDY CONN**  
*Vice-Chairman*

*District # 4*  
**JOHN R. DICK**

*District # 5*  
**RONALD A. MARTIN**

**Bid No: ITB 2019906**

**Name of Bid: Key West Athletic Field Specialties**

**Post Date: 11/9/18**

**Notice Post Time: 5:00 PM**

**Q&A No.2**

Q: Is there a budget for this bid and if so may we request it.

A: As this is a new project being bid by MCSD no official budget has been set.



ITB 2019906 – Key West Athletic Field Specialties

**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/manufacture/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: \_\_\_\_\_

ITB 2019906 – Key West Athletic Field Specialties

**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

11-26-18  
\_\_\_\_\_  
Date

CHARLES GONZALEZ  
\_\_\_\_\_  
Printed Name

ITB 2019906 – Key West Athletic Field Specialties

**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 26 day of NOVEMBER, 20 18.

By

Charles Gonzalez  
Authorized Signature/Contractor

Charles Gonzalez, VPGM

Typed Name/Title

Brightview Landscape Services, Inc.

Contractor's Firm Name

4155 E. Mowry Drive

Street Address

Homestead, FL 33033

City/State/Zip Code

305-258-8011

Area Code/Telephone Number

## ITB 2019906 – Key West Athletic Field Specialties

### 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

ITB 2019906 – Key West Athletic Field Specialties

NON-COLLUSION AFFIDAVIT

I, CHARLES GONZALEZ of the City of MIAMI, DADE  
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am BRIGHTVIEW LANDSCAPE SERVICES, INC. the bidder making the proposal for  
the project described as follows:

REF ITB 2019906 KEY WEST ATHLETIC FIELD  
SPECIALTIES

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

11-26-18  
Date

STATE OF Florida

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Charles L. Gonzalez  
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 26 day of November, 20 18.

[Signature]  
NOTARY PUBLIC



**ITB 2019906 – Key West Athletic Field Specialties**

**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."

ITB 2019906 – Key West Athletic Field Specialties

MONROE COUNTY SCHOOL DISTRICT  
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, CHARLES GONZALEZ, of the City/Township/Parrish of BRIGHTVIEW, State of FL., 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, INC.  
Nature of services presently being offered to School District: ITB 2019906

2) X I have (OR) X I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

3) X I have (OR) X I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

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. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

11-26-18  
Date

CM GM  
(Signature of Authorized Representative)

STATE OF Florida  
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Charles Gonzalez who, X being personally known, X or having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 26 day of November, 2018.

Patricia Soto  
NOTARY PUBLIC



My commission expires:



ITB 2019906 – Key West Athletic Field Specialties

**DRUG FREE WORKPLACE FORM**

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

BRIGHTVIEW LANDSCAPE SERVICES, 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

11-26-18

Date



## ITB 2019906 – Key West Athletic Field Specialties

### 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.

ITB 2019906 – Key West Athletic Field Specialties

Monroe County School District  
Vendor Information Sheet

Vendor Name: BRIGHTVIEW LANDSCAPE SERVICES, INC.

Federal EIN/SSN: 59-4194223

Primary Address: 4155 E. MOWRY DR.  
HOMESTEAD, FL. 33033  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address: 4155 E. MOWRY DR.  
HOMESTEAD, FL. 33033  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: PATRICIA SOTO

Phone: 305-258-8011 ext. 144

Fax: 305-258-0809

E-Mail: PATRICIA.SOTO@BRIGHTVIEW.COM

ITB 2019906 – Key West Athletic Field Specialties

MONROE COUNTY SCHOOL DISTRICT  
LOCAL VENDOR AFFIDAVIT

The undersigned, as a duly authorized representative certifies to the best of his/her knowledge, that the vendor meets the definition of a "Local Business" by meeting ALL of the following criteria:

a) Principle address registered with the Department of State showing an address within 25 miles of the boundaries of the city for which goods/services are being solicited, or if the job pertains to the entire district, then any one of the cities located within Monroe County, (copy of license required) AND

b) Is listed with the chief licensing official for the City/County having a business tax receipt within 25 miles of the boundaries of the location for which goods/services are being solicited at least one year prior to the date of the solicitation, (copy of license required) AND

c) Attests that they maintain a workforce that is made up of at least 50% of its employees from within Monroe County, AND

d) At least one member (director or principle) of the entity shall reside within Monroe County (copy of ID required).

Please submit this signed, notarized form, along with copies of your state and local licenses indicated above, with your bid proposal for review. **Failure to include this form, together with the copies requested, will result in denial of certification as a local business for preference purposes.**

Business Name: \_\_\_\_\_

Name of Representative Signing Below: \_\_\_\_\_

Current Local Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

by \_\_\_\_\_, of \_\_\_\_\_

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Name of Company

☐ who is personally known OR has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Signature of Notary

(Stamp or Seal)

## 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.

<b>1 Name</b> (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BrightView Landscape Services, Inc.</b>	
<b>2 Business name/disregarded entity name</b> , if different from above	
<b>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</b> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" 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) ▶ <b>Note.</b> 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) ▶	
<b>4 Exemptions</b> (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.)	
<b>5 Address</b> (number, street, and apt. or suite no.) <b>P.O. BOX 740655</b>	<b>Requester's name and address (optional)</b>
<b>6 City, state, and ZIP code</b> <b>Atlanta, GA 30374-0655</b>	
<b>7 List account number(s) here (optional)</b>	

### 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.

<b>Social security number</b>									
			-						
or									
<b>Employer identification number</b>									
9	5	-	4	1	9	4	2	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.

<b>Sign Here</b>	<b>Signature of U.S. person</b> ▶ 	<b>Date</b> ▶ <b>12-06-17</b>
------------------	---	-------------------------------

### 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/tw9](http://www.irs.gov/tw9).

### 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.

# Licenses and Certifications

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/1/2017	
<p>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.</p> <p>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).</p>					
PRODUCER		CONTACT		POLICY NO. (800) 284-7322	
AON Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3511 USA		FAX NO. (800) 463-0105		POLICY NO. (800) 463-0105	
INSURED		INSURER(S) PROVIDING COVERAGE		NAIC #	
Brightview Landscape Services, Inc. 24151 Ventura Boulevard Calabasas CA 91302 USA		INSURER A: ACE American Insurance Company		22667	
		INSURER B: American Guarantee & Liability Ins Co		26247	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 570068313901		REVISION NUMBER:	
<p>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.</p>					
LINE	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products/Completed Operations Coverage  GENERAL AGGREGATE LIMIT APPLIES TO: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input checked="" type="checkbox"/> OCC. <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER:	XSLG2R103670 SIR applies per policy terms & conditions	10/01/2017	10/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO/INVESTED PREMISES (EA accident) \$1,000,000 MED EXP (per person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOD AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AM - AUTO <input type="checkbox"/> OWNED AUTO ONLY <input checked="" type="checkbox"/> NON-OWNED AUTO ONLY <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> NON-OWNED AUTO ONLY	ISA-H09088908	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LAB <input type="checkbox"/> EXCESS LAB <input type="checkbox"/> RETENTION	AUC508196813	10/01/2017	10/01/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY OCCUPATION (Mandatory in NY) <input type="checkbox"/> ANY OCCUPATION (Mandatory in NY) <input type="checkbox"/> ANY OCCUPATION (Mandatory in NY)	C48033301 WC - AD5 C48033311 WC - W1	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER. <input type="checkbox"/> STATUTE <input type="checkbox"/> BOTH E - EACH ACCIDENT \$2,000,000 E - DISEASE-EA EMPLOYEE \$2,000,000 E - DISEASE-POLICY LIMIT \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.					
CERTIFICATE HOLDER		CANCELLATION			
Brightview Landscape Services Inc. 24151 Ventura Boulevard Calabasas CA 91302 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>			

ACORD 25 (2018/03)

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**BrightView**  
Landscape Services

## NAMED INSURED ENDORSEMENT

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G28103670 001	Policy Period 10/1/17 to 10/1/18	Effective Date of Endorsement 10/01/2017
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  
BrightView Landscapes Services, Inc.  
BrightView Tree Care Services, Inc.  
BrightView Golf Course Maintenance, Inc.  
BrightView Enterprise Solutions, LLC  
BrightView Companies, LLC  
BrightView Chargers, Inc.  
BrightView Landscape Services, Inc. dba Marina Landscape Maintenance



JOHN J. LUPICA, President

Authorized Agent

## SCHEDULE OF NAMED INSURED

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H09088908	Policy Period 10/01/2017 to 10/01/2018	Effective Date of Endorsement 10/01/2017
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  
BrightView Landscape Services, Inc.  
BrightView Landscape Development, Inc.  
BrightView Tree Care Services, Inc.  
BrightView Golf Maintenance, Inc.  
BrightView Design Group  
BrightView Enterprise Solutions, LLC  
BrightView Companies, LLC  
BrightView Chargers, 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



# Licenses and Certifications

## INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

**Corine M. Ferre**

Having successfully completed the requirements set by the Arborist Certification  
Board of the International Society of Arboriculture,  
the above named is hereby recognized as an ISA Certified Arborist®



*Jim Skene*  
Jim Skene, Executive Director  
International Society of Arboriculture

*Steph Korman*  
Certification Board, Chair  
International Society of Arboriculture

FL-0280A

Certification Number

Jul 18, 1997

Certified Since

Dec 31, 2018

Expiration Date

000116

## 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**  
**95349**



**EXPIRES**  
**SEPTEMBER 30, 2018**

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

**OWNER**  
BRIGHTVIEW LANDSCAPE SERVICES INC

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

Employee(s) 500

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$2250.00 09/22/2017  
CHECK 21-17-090811

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-27b.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



# Licenses and Certifications



DBA/BUSINESS NAME:  
BRIGHTVIEW LANDSCAPE SERVICES INC

BUSINESS LOCATION:  
4155 E MOWRY DR  
HOMESTEAD, FL 33033

OWNER/CORP.  
BRIGHTVIEW LANDSCAPE SERVICES INC

PHONE # 305-259-8011

4155 E MOWRY DR  
HOMESTEAD, FL 33033

NAICS CODE: 561730

## MIAMI-DADE COUNTY - STATE OF FLORIDA LOCAL BUSINESS TAX 2018 - 2019 APPLICATION

BUS. COMMENCEMENT DATE: 11/21/2007  
SEC TYPE OF BUSINESS  
SER-LAW SERVICE BUSINESS  
500

RENEWAL  
RECEIPT: 95349  
STATE #

N/A September 26, 2018

APPLICATION DETAILS	
FEE	AMOUNT
Receipt Fee	1500.00
UMSA Fee	0.00
Beacon Council Fee	750.00
Bingo Permit Fee	0.00
Nightclub Permit Fee	0.00
Multi-Municipal Contractor Fee	0.00
Restricted Contractor Fee	0.00
Library Fee	0.00
Transfer Fee	0.00
Doing Business without a License Penalty	0.00
Late Penalty	0.00
Collection Cost	0.00
NSF Fee	0.00
Prior Years Due	0.00
Amount Recently Paid	- 2250.00
<b>TOTAL AMOUNT DUE:</b>	<b>0.00</b>

If no longer in business, please notify us in writing.

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by law or ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax  
Receipt may also be required.

To pay online go to [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

To pay by mail, make check payable to:

Miami-Dade County Tax Collector  
Business Tax  
200 NW 2nd Avenue, 3rd Floor  
Miami FL 33128

To pay in person go to:

200 NW 2nd Avenue, 1st Floor  
(305) 270-4949

[local.businesstax@miamidade.gov](mailto:local.businesstax@miamidade.gov)

A service fee of not less than \$25.00 up to a minimum of 5% will  
be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

MIAMI-DADE COUNTY -  
STATE OF FLORIDA  
LOCAL BUSINESS TAX  
2018 - 2019 APPLICATION

6137442

BUSINESS LOCATION:  
4155 E MOWRY DR  
HOMESTEAD, FL 33033

OWNER/CORP.  
BRIGHTVIEW LANDSCAPE SERVICES INC

BRIGHTVIEW LANDSCAPE SERVICES INC  
ROGER ZINO PRES  
4155 E MOWRY DR  
HOMESTEAD, FL 33033



BUS. COMMENCEMENT DATE: 11/21/2007  
SEC TYPE OF BUSINESS  
SER-LAW SERVICE BUSINESS  
500

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I HAVE BEEN INFORMED OF ALL ZONING RESTRICTIONS IMPOSED ON THIS RECEIPT. (I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.)

RENEWAL  
RECEIPT: 95349  
STATE #

N/A September 26, 2018

SIGNATURE REQUIRED

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Sep 30, 2018	Oct 31, 2018	Nov 30, 2018	Dec 31, 2018
Please Pay	\$0.00	\$0.00	\$0.00	\$0.00

SEE INSTRUCTIONS ABOVE

# Licenses and Certifications

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM18589

FERRE, CORINE MARIE  
1966 SE 23RD TER  
HOMESTEAD, FL 33035

Categories  
3, 6

Issued: December 28, 2015

Expires: December 31, 2019



Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



International  
Society  
of Arboriculture™  
ISA Certified Arborist™

Corine M. Ferre

Certificate Number:

FL-0260A

Expiration Date:

Dec 31, 2018



FNGLA Certified  
Landscape Designer

Corine Ferre  
D39 00050

Certification valid through 3/31/2019



International Society of Arboriculture  
[www.isa-arbor.com](http://www.isa-arbor.com) • p. + 1 217.355.9411 • [isa@isa-arbor.com](mailto:isa@isa-arbor.com)



FNGLA Certified  
Horticulture Professional

Corine Ferre  
H39 05560

Certification valid through 3/31/2019

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
Instructor

Corine M. Ferre

T-GV10728-2

GV10728

Certificate #

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM

BrightView

Landscape Services

CONTRACTOR ID / LICENSE #  
13942 / AP17060001

CERTIFICATE OF COMPETENCY NUMBER:  
SP4261

CERTIFICATE TYPE:  
LANDSCAPING SPECIALTY CONTRACT



## MONROE COUNTY GROWTH MANAGEMENT - BUILDING DEPARTMENT

Middle Keys/Main Office: 2798 Overseas Highway, Marathon, FL (305) 289-2501

Lower Keys Office: 5503 College Road, Key West, FL (305) 295-3990

Upper Keys Office: 102050 Overseas Highway, Key Largo, FL (305) 453-8800  
11601 CR 905, Key Largo, FL (305) 453-8765

### CERTIFICATE OF COMPETENCY

#### ! IMPORTANT: CONTRACTOR CERTIFICATE OF COMPETENCY ENCLOSED !

ZEPEDA, JOSE ADALBERTO  
11744 SW 151 PATH

MIAMI FL, 33196

Dear Certificate of Competency Holder:

Please find below your renewed Monroe County Certificate of Competency.  
Please note:

- You have agreed to abide by the requirements found in Monroe County Code 6-234
- It is the certificate holder's responsibility to notify this office in writing of any legal name and/or address changes by completing the Name and/or Address Change Form. (Obtained from our website at [www.monroecounty-fl.gov](http://www.monroecounty-fl.gov)).
- Journeyman and Masters are NOT contractors, and therefore, are prohibited from contracting, and shall only perform work in their trade while under the supervision and direction of a licensed contractor of same category.
- Contracting shall only be done under the qualified business name. This license does NOT belong to the Company and may NOT be renewed or used by another individual or company other than the license holder named herein for any construction purposes
- If you are inactive, you may NOT contract to do work or pull a permit, and you do not need to have current insurances on file.

Thank you.



## MONROE COUNTY GROWTH MANAGEMENT BUILDING DEPARTMENT CERTIFICATE OF COMPETENCY



This is to certify that the contractor listed is in good standing.

This certificate according to law of competency is valid and in force unless revoked until the noted expiration date below.

*Rick Griffin*

BUILDING OFFICIAL

Issue date: 02/07/2018  
Expiration date: 10/31/19  
Qualifier: ZEPEDA, JOSE ADALBERTO  
Company name: BRIGHTVIEW LANDSCAPE SERVICES INC  
License type: LANDSCAPING SPECIALTY CONTRACT  
(SP16 )  
County license: SP4261

RECEIPT #: 20041666

Cont.ID: 13942

AMOUNT PAID \$ 150.00

# Safety & Training

## Training Your Team to Exceed Your Expectations

We understand that well trained and tenured team members provide outstanding quality and customer service. Every gardener on your team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

## A Safe Community and Workplace is Our Priority

The safety and well-being of The Crossings, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

### Preserving a safe environment

- E-Verification
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles
- “How’s my driving?” stickers on vehicles
- Required use of cones to demark safety zone
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls

### Crew Safety

- Monthly Rodeo Trainings
- Extensive driver safety certification program



# Our Company | E-Verify

## BRIGHTVIEW YOUR E-VERIFIED EMPLOYER

# E-Verify



U.S. Citizenship  
and Immigration  
Services

- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.

- The organization's participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client's sites are authorized to work in the United States.

- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

# Our Services | Technical Services

## Ian Rodriguez, Ph.D. - Director of Technical Services

Ian Rodriguez develops and provides science-based agronomic, horticultural, and pest control support and training for BrightView in Florida and the Caribbean. He is also focused on our BrightView Policies regarding safety and environmental concerns. Ian has been working in various segments of the Florida green industry since 1992. His work experience includes ornamental nursery production, pest control, design/installation, irrigation, sales, research, and academics.

### Education

- **B.S. & M.S. Environmental Horticulture** - *University of Florida*
- **Ph.D. Plant Physiology** - *Clemson University*



### Industry Certifications & Service

- **Florida Certified Pest Control Operator**, L&O
- **Certified Instructor**, *Florida Friendly Best Management Practices For the Protection of Florida Waters by the Green Industry*
- **Florida Limited Commercial Fertilizer Applicator**
- **Florida Turf Grass Association**, *Board of Directors*



# Our Company | Your Community

## OVER 70 YEARS OF EXPERIENCE

With BrightView, you'll have the best resources and most experienced personnel in the industry with expertise in horticulture, agronomics, design, irrigation, tree care, storm preparation and sustainability solutions.

We will be your eyes on the ground to watch for problems as they arise and to offer creative solutions that achieve your goals while providing the safest, most cost-efficient and aesthetically appealing landscape possible.

When a catastrophe occurs, BrightView crews are trained as a first responder in South Florida.

We are able to call on regional and national resources including equipment and manpower to meet your immediate demands.

## ENDURING RELATIONSHIPS

Our 23,000 committed team members take great pride in taking care of you and your landscape.



### Local Support:

Homestead Branch – 4155 E. Mowry Dr.,  
Homestead, FL 33033

### \*\*\*PRIMARY\*\*\*

Local Staff: 280 employees

Florida Region: \$250M in Revenue

Nationwide: 22,000 employees across 43 states

## ITB 2019906 – Key West Athletic Field Specialties

**Price Sheet**

Annual Lump Sum Athletic Field Care for items listed in that section \$ 72,992.

**Unit Pricing Items**

Full Field Weed Control Application per acre	\$ <u><del>12,112</del> 280<sup>00</sup></u>
Full Field Pest Control Application per acre	\$ <u>155<sup>00</sup></u>
Aerovating per acre	\$ <u>175<sup>00</sup></u>
Verticutting per acre	\$ <u>175<sup>00</sup></u>
Top dressing per acre	\$ <u>1581</u>
Baseball Infield preparation	\$ <u>N/A.</u>
Softball Infield preparation	\$ <u>11,840</u>

Final offer submitted at negotiations held  
12/4/18. JHul

  
12/4/18





# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
09/17/2018

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> BrightView Landscape Services, Inc. Location #35210 4155 E Mowry Drive Homestead FL 33033 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	INSURER A: Illinois Union Insurance Company 27960	
	INSURER B: American Guarantee & Liability Ins Co 26247	
	INSURER C: ACE American Insurance Company 22667	
	INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 570073028907** **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
C	<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 <input type="checkbox"/> OTHER:			XSLG71075771 SIR applies per policy terms & conditions	10/01/2018	10/01/2019	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
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SCA H09090538	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC508596814	10/01/2018	10/01/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	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	WLRC48583404 WC - AOS SCFC48583428 WC - WI	10/01/2018	10/01/2019	<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)  
 The School Board of Monroe County and Florida and The Monroe County School District are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b> Monroe County School Board 241 Trumbo Road Key West FL 33040 USA	<b>CANCELLATION</b> 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>
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**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol XSL	Policy Number G71075771 001	Policy Period 10/01/18 to 10/01/19	Effective Date of Endorsement 10/01/2018
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:

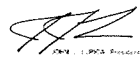
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the 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 G71075771 001	Policy Period 10/1/18 to 10/1/19	Effective Date of Endorsement 10/01/2018
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

## NAMED INSURED ENDORSEMENT

Named Insured <b>BrightView Landscapes, LLC</b>			Endorsement Number
Policy Symbol <b>XSL</b>	Policy Number <b>G71075771 001</b>	Policy Period <b>10/1/18 to 10/1/19</b>	Effective Date of Endorsement <b>10/01/2018</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

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  
BrightView Landscapes Services, Inc.  
BrightView Tree Care Services, Inc.  
BrightView Golf Course Maintenance, Inc.  
BrightView Enterprise Solutions, LLC  
BrightView Companies, LLC  
BrightView Chargers, Inc.  
BrightView Landscape Services, Inc. dba Marina Landscape Maintenance  
BrightView Tree Care Services, Inc dba Urban Tree Care (formerly known as Urban Tree Care)  
BrightView Landscape Services, Inc. dba Girard Environmental Services (formerly known as -  
Girard Environmental Services  
J&S Lawnman, Inc.  
BrightView Acquisitions Holdings, Inc.

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Authorized Agent

## SCHEDULE OF NAMED INSURED

Named Insured BrightView Landscapes, LLC			Endorsement Number
Policy Symbol SCA	Policy Number H09090538	Policy Period 10/01/2018 to 10/01/2019	Effective Date of Endorsement 10/01/2018
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  
BrightView Landscape Services, Inc.  
BrightView Landscape Development, Inc.  
BrightView Tree Care Services, Inc.  
BrightView Golf Maintenance, Inc.  
BrightView Design Group  
BrightView Enterprise Solutions, LLC  
BrightView Companies, LLC  
BrightView Chargers, Inc.  
Western Landscape Construction  
William A. Guthridge and Son, Inc;  
BrightView Tree Care Services, Inc dba Urban Tree Care (formerly known as Urban Tree Care)  
BrightView Landscape Services, Inc dba Girard Environmental Services (formerly known as Girard Environmental Services)  
J&S Lawnman, Inc.; BrightView Acquisition Holding, Inc.

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.

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Authorized Representative