



JACKSONVILLE AVIATION AUTHORITY

INVITATION TO BID NUMBER: 13-20-45133

LANDSCAPE SERVICES, AREA NO. 2

**JAA SMALL BUSINESS ENTERPRISE (JAA SBE)
JACKSONVILLE SMALL EMERGING BUSINESS (JSEB)
ONLY**



**Jacksonville Aviation Authority
Procurement Department
14201 Pecan Park Road, 2nd Floor
Jacksonville, FL 32218**

**Assigned Buyer: Roy Sledge
Procurement Director: Devin Reed**

If attending the Pre-Bid Meeting, Respondents should print a copy of the ITB, including all Exhibits and bring the documents with them to the meeting.

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**INVITATION TO BID
BID NUMBER 13-20-45133**

LANDSCAPE SERVICES, AREA NO. 2

for the

JACKSONVILLE AVIATION AUTHORITY

Bids will be received by the Jacksonville Aviation Authority (JAA) until 2:00 PM (local time) on August 7, 2013 at which time they will be opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, for selecting a company to provide Landscape Services for Area No. 2 at Jacksonville International Airport (JAX). The boundaries for Area No. 2 are outlined in ITB # 13-20-45133.

This project has been deemed a JAA Small Business Enterprise (SBE) project. Only firms certified as JAA SBE and the City of Jacksonville certified Small Emerging Business (JSEB) may participate as Bidders for this project.

A **MANDATORY** Pre-Bid Meeting will be held at 10:00 AM (local time), July 16, 2013 at JAA Administration Building, 14201 Pecan Park Road, Jacksonville, FL 32218. All potential Respondents **MUST** attend this meeting as a prerequisite to the submittal of a Bid.

All Bids must be submitted in accordance with Invitation to Bid Number 13-20-45133, which may be obtained after 11:00 AM (local time) on July 3, 2013 from www.flyjacksonville.com, click on bid opportunities.

GENERAL INFORMATION

REQUESTS FOR DISTRIBUTION SHEETS OR PRE BID ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) Distribution Record and/or the Pre-Bid Attendance Record may be requested by contacting the Procurement Department of the Jacksonville Aviation Authority (JAA).

SUBMISSION OF BIDS

Bids submitted in advance of the time set for opening will be delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218. Respondents are fully responsible for delivery of bids. Reliance upon mail or public carrier is at Respondent's risk. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late proposals, as solely determined by JAA's official bid clock, will not be opened or considered.

PUBLIC RECORDS REQUIREMENTS

JAA is required to comply with Section 119.07 of the Florida Statutes. Depending on the type of project for which bids are requested, the items read at the opening will vary. Sealed bids are not public records subject to mandatory disclosure under the Florida Public Records Law until such time as JAA provides notice of a decision or intended decision to award the contract or thirty (30) days after opening, whichever is earlier. All parts of bids, including exhibits, are subject to the Public Records Law, and a Respondent may not exclude any portion of the Bid unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for pre-qualification of Respondents on public works projects.

REQUESTS FOR BID RESULTS OR AWARD OF CONTRACT

Notwithstanding the above statement and/or requirement regarding public records, requests for or access to public records within JAA's possession may be made or obtained by contacting JAA at (904) 741-3631. If copies are requested, an appropriate charge will be assessed, upon the receipt of which all copies will be made available within a reasonable time consistent with the requirements of Florida Statutes. All those submitting responses to this solicitation will be provided notice of decisions regarding its award.

CONTACT WITH JAA STAFF

From the time of receipt or publication of this solicitation, all parties who intend to directly or indirectly submit a response to the solicitation shall direct all contact with JAA through JAA's Procurement Director or the assigned Buyer hereto. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of JAA's Procurement Department, Procurement will direct the question or comment to the appropriate person or authority. Other than as permitted herein, respondents to this solicitation may not contact JAA's executives and staff, award or evaluation committee members, Board of Directors, or those representing JAA's interests in this solicitation for the purpose of discussing the same. Violation of this provision may result in bid/proposal rejection and/or respondent debarment.

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ARTICLE I – INSTRUCTIONS TO RESPONDENTS

1.01 RECEIPT AND OPENING OF BIDS

JAA will receive Bids in response to this solicitation until August 7, 2013 at 2:00 PM (local time) for the purpose of selecting a company to provide Landscape Services for Area No. 2 at (JAX) (the "Scope of Services"). Bids will be publicly opened at JAA's Administration Building, 14201 Pecan Park Road, Jacksonville, Florida, at the previously mentioned time and date.

1.02 DELIVERY OF BIDS

An **original and three (3) copies** of the Bid and all required supplemental material listed on Bid Form must be submitted in a sealed package. The package should be labeled to read: "ITB 13-20-45133, Landscape Services, Area No. 2, August 7, 2013, 2:00 PM (local time)" and must be addressed and delivered to JAA, Attn: Procurement Department, 14201 Pecan Park Road, Jacksonville, FL 32218.

Each Bid package submitted will clearly show the Respondent's company name on the outside. Facsimile Bids will not be accepted. Subject to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent, late bids, as determined by JAA's official bid clock, will not be considered and will be returned to the Respondent as non-responsive. Each Respondent is fully responsible for ensuring that its Bid is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. This ITB does not commit JAA to pay costs or expenses of any kind incurred by the various Respondents during bid preparation, submittal or presentations, if any.

1.03 CONTRACT DOCUMENTS

The Contract Documents give the description of the services to be performed under this solicitation. The required qualifications of Respondents, other technical information, and the term of the contract are also contained in these documents.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SPECIFICATIONS

The Respondent is required to carefully examine the Scope of Services required and the Contract Documents. It will be assumed that the Respondent has investigated and is fully informed of the conditions, the character and quality of services to be performed, and the type of services to be provided, and of the requirements of the Contract Documents.

1.05 OBLIGATION OF RESPONDENTS

The Respondent must fully learn of JAA's requirements for the services to be provided. Failure to do so will not relieve a successful Respondent of its obligation to carry out the provisions of the ITB. The Respondent must be familiar and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the services. In addition, the Respondent will be held responsible for having examined the details of the proposed Scope of Services. The Respondent will use its personal knowledge and experience or professional knowledge as to the character of the proposed services, and any other conditions surrounding and affecting the proposed services. The submittal of a Proposal will be construed as evidence that all Respondent obligations have been satisfied and no subsequent allowance will be made in this regard.

Prior to contract issuance, the Respondent must provide documentation that it is authorized to do business in the State of Florida and possesses any required federal, state and local licensing, if any, in order to perform the scope of services contemplated herein.

1.06 ADDENDA - CHANGES WHILE BIDDING

No interpretation of the meaning of any part of the ITB or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. All requests for

written interpretations or corrections **MUST** be in writing addressed to JAA's Procurement Department, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218 **or** Fax: (904) 741-2350.

All requests must be received by 5:00 PM (local time) at least five (5) business days before the above mentioned Bid Opening date, in order to be given any consideration. All such interpretations and supplemental instructions will be in the form of a written Addenda to the ITB documents, which, if issued, will be posted on the JAA website, www.flyjacksonville.com. However, it is the responsibility of each Respondent, prior to submitting its Bid, to contact JAA Procurement Department at (904) 741-1929 to determine if any Addenda were issued and to make such Addenda a part of its Bid. In case any Respondent fails to acknowledge receipt of any such Addenda in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addenda has been received and acknowledged. Only the interpretations or corrections so given by JAA Procurement Department in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Documents.

1.07 PREPARATION OF BID

Bids will be submitted in the form, and in the order outlined in the Bid Form. All information must be typed in or legibly printed in ink.

If the Bid is made by an individual, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Bid as principal. If the Bid is made by a firm, partnership or joint venture, the name and address of each member of the firm, partnership or joint venture must be stated. If the Bid is made by a corporation, the Bid must be signed by an authorized officer or agent subscribing the name of the corporation with his or her own name. **FAILURE TO SIGN YOUR BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN THE REJECTION OF THE BID.** Such officer or agent must also state the name of the State under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of the State of the State of Florida for doing business in the State of Florida.

1.08 WITHDRAWAL OF BIDS

Any Bid may be withdrawn by written request of the Respondent until the date and time established herein for opening of the Bids. Any Bid not timely withdrawn will, upon opening, constitute an irrevocable offer for a period of ninety (90) days (or until one or more of the Bids have been duly accepted by JAA, whichever is earlier) to furnish the goods and /or services contemplated herein. JAA decision and/or action on bids normally will be taken within sixty (60) days after bid opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAA decision and/or action regarding an award.

1.09 MANDATORY RESPONDENT CRITERIA

Respondents must meet the following mandatory requirements to be considered for the award of the contract. Respondents will address each mandatory requirement specifically in their Bid.

- A. The Prime Company or owner of the company must have been in the primary commercial landscape services business for a minimum of three (3) years ending June 30, 2011.
- B. The Prime Company must have a least one (1) current landscaping contract with approximately 39 acres and one (1) contract with a minimum contract value of \$40,000.
- C. The Prime Company or Subcontractor must submit a copy of its license for performing insect and disease control services as outlined in the Scope of Services and in accordance with State of Florida requirements.

1.10 RESPONSIBLE RESPONDENT CRITERIA

In considering the responsiveness, JAA will examine the following factors. Respondents will address each factor specifically in their Bid.

- A. Bid Price.
- B. References - The references should be submitted on the Reference Questionnaire, **Exhibit C**.

NOTE: THE PERSON COMPLETING THE REFERENCE QUESTIONNAIRE MUST PLACE THE QUESTIONNAIRE IN A SEALED ENVELOPE AND THEIR SIGNATURE MUST BE ACROSS THE ENVELOPE SEAL, WHICH SIGNATURE MUST MATCH THE SIGNATURE OF THE PERSON WHO COMPLETED THE QUESTIONNAIRE

As part of this solicitation, Respondent references are considered very important. As such, JAA will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent contact with proposed references cannot be made or the proposed references indicate a lack of knowledge or awareness of a Respondent, the same will be negatively reflected in JAA's evaluation of Respondent's responsibility or ability to perform the Scope of Work contemplated herein. Therefore, prior to proposing references, Respondents are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and/or permitted to provide the reference information being sought.

JAA reserves the right to reject any and all Bids, in whole or in part, or to waive any non-conformance in Bids or any other bid irregularities whenever such rejection or waiver is minor in nature and is in the best interest of JAA.

1.11 DISQUALIFICATION OF RESPONDENTS

Any of the following causes may be considered sufficient for the disqualification of a Respondent or rejections of the Bid (this does not represent an exhaustive list):

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Bid may be submitted for the same company.
- B. Evidence of collusion among Respondents.
- C. Incomplete work for which the Respondent is committed by contract, which, in the judgment of JAA, might hinder or prevent the prompt completion of the work contemplated herein if awarded to such Respondent.
- D. Being in arrears on any existing agreement with JAA or having defaulted on a previous contract with JAA. For purposes of this section, attempts to create a new entity, partner with an existing entity or person, or otherwise hold oneself out as another firm or business for the purpose of shielding any individual, firm, partnership, corporation or similar concern from the application of this provision may be considered grounds for disqualification of all those persons or entities involved.
- E. Items 'C' and 'D' above will be considered by JAA after the opening of Bids, and, if found to apply to any Respondent, JAA will notify the Respondent that its Bid will not be considered for an award of the Contract. The Respondent has five (5) business days to appeal in writing this decision to JAA Executive Director/CEO, via the Procurement Department, and the decision of the Executive Director/CEO will be final.

1.12 REJECTIONS OF IRREGULAR BIDS

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAA reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

1.13 PUBLIC ENTITY CRIME

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 bid, proposal, or reply 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, proposals, or replies 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 Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

1.14 (MANDATORY) PRE-BID MEETING

To help ensure that all Respondents are fully informed of the requirements for this Contract, a **Mandatory** Pre-Bid Meeting will take place at the previously mentioned time, date and place. Notwithstanding other requirements of the ITB, only the bids received from companies that attend this meeting, as evidenced by their representatives' signature on the official attendance record, will be accepted and evaluated. Respondents are encouraged to submit questions by facsimile in advance of the meeting to JAA's Procurement Department at (904) 741-2350.

A tour of the areas will be provided at the close of the meeting. The tour is anticipated to be 1 1/2 hours in duration.

1.15 LOCAL PREFERENCE PROGRAM

In an effort to stimulate economic growth and development of local businesses and keep local resources in the community, JAA has established a Local Preference Program (LPP) to encourage local businesses to participate in the competitive process of supplying goods and services to the Authority.

1.16 SMALL BUSINESS ENTERPRISES (SBE) PARTICIPATION

JAA is committed to providing an opportunity for local small/disadvantaged/minority owned firms by promoting the development of small businesses within our normal market area. It is the policy of JAA to provide small businesses with identical information and an equitable opportunity to compete for business from JAA. This is an invitation for local small/disadvantaged/minority businesses to become involved in the total procurement of JAA sponsored projects, goods and services. JAA's local market area is defined as Duval, Clay, Baker, St. Johns or Nassau Counties, which market area is specific to this section only and should not be confused with the Normal Market Area designated for participation in JAA's Local Preference Program.

This project has been deemed a JAA Small Business Enterprise (SBE) project. Only firms certified as JAA SBE and the City of Jacksonville certified Small Emerging Business (JSEB) may participate as Bidders for this project. Bidders must submit the following documents with its Bid:

1. Copy of Certification Letter
2. SBE Form 2-Participation ID Affidavit
3. SBE Form 3 – Letter of Intent to Perform As A Subcontractor, if applicable.

Bidders should contact the JAA DBE/SBE office at (904) 741-2043 for certification/qualification questions.

1.17 NON-DISCRIMINATION PROVISIONS

The Respondent agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated

1.18 BID BOND

Each Respondent must furnish with its Bid a bid bond or a cashier's check payable to JAA in the amount of **five percent (5%)** of Respondent's total Bid price as a surety that the Bid will not be withdrawn for ninety (90) calendar days from date of bid opening. A bid bond must be secured from and executed by a surety duly licensed to do business in the State of Florida. Failure to furnish the bond, including power of attorney, if required, may result in rejection of the Bid.

The bid bond will be returned to the unsuccessful Respondent after the Contract has been approved and awarded.

The bid bond will be returned to the successful Respondent upon JAA final acceptance of the Scope of Services.

1.19 EVALUATION AND AWARD

Award will be based on the five (5) years total, which is the total of the initial year and option year one through four.

JAA reserves the right to accept or reject any or all Bids, in whole or in part. JAA reserves the right to award the ITB to the Respondent submitting a bid which is most advantageous and in the best interests of JAA. Tie bids will be awarded pursuant to JAA's Local Preference Program and if after its application the tie remains, preference will be given to the Respondent that certifies it has implemented a drug-free workforce program. If a tie still remains, JAA will award the ITB in the manner determined to be in the best interests of JAA. JAA will be the sole judge of the bids and the resulting award that is in its best interest and its decision will be final. JAA Executive Director/CEO has final approval authority for any resulting agreement. This ITB is subject to the availability of budgeted funds.

Within ten (10) days after notice of award is made, the successful Respondent will be given a JAA purchase order and Respondent must acknowledge receipt. Award will not be binding until this purchase order has been received and acknowledged by the Respondent to contain the terms of the contract. Respondent terms different from JAA's (on JAA purchase order or contained in the Contract) will not be allowed.

1.20 PUBLIC MEETING REQUIREMENTS

JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of JAA Awards Committee or JAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at JAA Administration Building, 14201 Pecan Park Road, 1st Floor, Jacksonville, FL 32218.

1.21 PROTEST PROCEDURES

Any Respondent with standing who is adversely affected during this ITB solicitation process may file a Notice of Protest, including all particulars of facts and law on which standing is asserted and on which the protest is based. This notice must be in writing and addressed to JAA, Attn: Procurement Director, 14201 Pecan Park Road, 2nd Floor, Jacksonville, FL 32218. A notice of protest shall be filed within five (5) business days after any action taken by JAA's Awards Committee. It is the sole responsibility of the firm to determine the date and time any action is taken by JAA. For purposes of this solicitation, the following is a summary of the procedures governing protest:

A. For the purpose of these Protest Procedures, the following definitions are provided:

- (1) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.
- (2) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized website, by placing the same on the bulletin board(s) designated by Procurement for this purpose.
- (3) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.
- (4) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

B. In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision hereunder and who has standing under Florida law to protest the same (the "Protestant"), must timely file a written Notice of Protest pursuant to the following:

- (1) Recommendations of Award and/or Bid Rejection – Protestant shall have five (5) business days after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation:
 - (a) a recommendation to reject a bid or proposal;
 - (b) a contract award; or
 - (c) the short-listing of bidders or proposers.
- (2) Bid/Proposal Specifications and/or Requirements – Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing:
 - (a) the basis for making the award in question;
 - (b) evaluation criteria;
 - (c) equipment, product, or material specifications;
 - (d) proposed project schedules;
 - (e) statements as to local participation, equal opportunity goals, or similar issues; or
 - (f) other general solicitation or project requirements.

C. The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a), as may be amended from time to time. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

D. A written Notice of Protest must:

- (1) be addressed to the Director;
- (2) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Director to identify the same;

- (3) state the timeliness of the protest;
- (4) state Protestant's legal standing to protest; and
- (5) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

The issue(s) raised and the information contained in the Notice of Protest and any attached documentation filed hereunder, must clearly identify and explain the factual and legal basis for any relief sought; otherwise, the protest may be denied on its face by the Director.

- E. The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by Procurement within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Director of Procurement at 14201 Pecan Park Road, Jacksonville, Florida 32218 or by electronic transfer via facsimile to (904) 741-3593. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed. Filing of a Notice of Protest via E-Mail is not permitted.
- F. Upon receipt of a proper and timely filed written Notice of Protest, the Director or his/her designee shall acknowledge receipt and forward the same to the CEO with a request for the appointment of the Protest Appeals Board ("PAB"), which will schedule and provide notice of the time, date and place it will hear the protest, which notice shall be provided in writing to the Protestant and to those persons or entities that may be directly affected by the resolution of the protest.
- G. The Director or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Director or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Director or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.
- H. Protest hearings shall be governed and/or conducted as follows:
 - (1) General Statement of Rules and Procedures – Hearings before the PAB shall begin with the Chief Legal Officer reading a general statement of the rules and procedures prescribed herein.
 - (2) General Statement of the Facts – A Procurement representative shall provide a brief overview of the facts giving rise to the protest.
 - (3) Statement of the Protestant – Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, shall be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any documents attached thereto.
 - (4) Statements of Other Interested Parties – Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest, will be given an opportunity to be heard and to present information before the PAB, which will be followed by a statement and the presentation of information from a representatives of Procurement and/or other JAA representatives.
 - (5) Brief Closing Statements – Brief closing statements may be made by the Procurement representative and the Protestant.
 - (6) PAB Deliberation – The PAB shall consider and publicly discuss the information provided. At anytime during the protest hearing, the PAB may ask questions of any person or entity present and/or represented at the hearing.
- I. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. Unless otherwise provided herein, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether the recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.
- J. For hearings under this section, the formal rules of evidence pursuant to the Florida Evidence Code will not apply. Hearsay evidence may be admissible and used to supplement or explain other evidence.

- K. A majority vote of the members of the PAB shall be required to recommend that the protest be granted; otherwise, the PAB shall recommend that the protest be denied, and, once the CEO or his/her designee acts upon the PAB's recommendation, the decision regarding the disposition of the protest shall represent final agency action, written notice of which shall be posted and shall be provided to the Protester and to those persons or entities that may be directly affected by the resolution of the protest.

The administrative procedures that will be followed by JAA will be provided to the Protester.

1.22 EXECUTION OF THE AGREEMENT

Within ten (10) business days after Notice of Award, the successful Respondent will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within ten (10) business days after the date of Notice of Award will be just cause to rescind the award, unless such failure has been caused by JAA, which award may then be made to another Respondent or this solicitation may be re-advertised. The Respondent whose award JAA rescinded may be considered irresponsible if JAA elects to re-advertise this solicitation. No award will be binding upon JAA until the Contract contemplated herein has been fully executed.

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ARTICLE II – GENERAL CONDITIONS

2.01 DEFINITIONS

AUTHORITY – Jacksonville Aviation Authority

BID – The approved forms on which the Respondent is to submit, or has submitted, its prices for the items requested in the bid.

RESPONDENT – Any individual, firm or corporation submitting a bid for the items requested.

CECIL – Cecil Airport

CONTRACT – The Contract consists of the document labeled Specifications for Landscape Services, Area No. 2, ITB Number 13-20-45133; Respondent's Bid; and any Addenda issued prior to and any Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

CONTRACTOR – Any individual, firm or corporation entering into a Contract to perform the Scope of Services.

CONTRACT ADMINISTRATOR – Designated representative(s) of JAA assigned to monitor the Contract to ensure full compliance with all terms and conditions contained within the Contract document. Monitoring activities include progress of work, inspection and acceptance of services, quality assurance and issuance of payment receipts.

CONTRACTOR REPRESENTATIVE – Individual(s) designated in writing by the Respondent as the Respondent's Representative, with authority to act for the Respondent in all matters, including changes to Contract terms.

CONTRACTING OFFICER – Designated JAA individual, who provides JAA Inspector and/or JAA Contract Administrator with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAA and the Respondent. The Contracting Officer is the only individual authorized to make Contract modifications.

DAYS – Calendar days unless otherwise specified.

DBE – Disadvantage Business Enterprise.

ELIGIBLE USER – Public agencies and other eligible users that will order products and/or services directly from the Respondent under the Contract. By ordering products and/or services under the Contract, the Eligible User agrees to its terms. Eligible Users are not, however, parties to the Contract. Eligible Users participating in the Contract do so according to the following terms: (1) non JAA Users assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular User shall not be deemed a breach of the Contract as a whole, which shall remain in force and effect, and shall not affect the validity of the Contract nor the Respondent's obligations to non-breaching Users or JAA; (3) JAA shall not be liable for any breach by non-JAA Users; (4) each non-JAA User and the Respondent guarantee to save JAA and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

FAA – Federal Aviation Administration.

HERLONG – Herlong Recreational Airport

INSPECTOR – Designated representative(s) of JAA, assigned to monitor the services, advise of problem areas and to give a report of conformance or of rejection. The Inspector will be designated at the award of Contract.

JAA – Jacksonville Aviation Authority

JAX – Jacksonville International Airport

JAXEX – Jacksonville Executive at Craig Airport

JSEB – Jacksonville Small Emerging Business

Local Business or Local Respondent – The term “Local Business” or “Local Respondent” shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in the particular business at issue, which has been in business and maintained its permanent place of business in the NMA for a minimum of one (1) year prior to the solicitation release date and has at least three (3) full-time employees living in the NMA. The Local Business shall perform or operate on a day-to-day basis and provide a substantial component of the goods or services which are being procured by the Authority.

Normal Market Area (NMA) – The Authority’s Normal Market Area is Baker, Clay, Flagler, Duval, Nassau, Putnam and St. Johns counties.

PROPOSAL – The approved forms on which the Proposer is to submit, or has submitted its charges for the services contemplated.

PROPOSER – Any individual, firm or corporation submitting a Proposal for the services contemplated.

SERVICES – Everything required to furnishing or performing under this contract document.

SBE – Small Business Enterprise.

TSA – Transportation Security Administration.

2.02 SCOPE OF SERVICES AND CHANGES IN SERVICES

The services to be provided under this resulting Contract are specified in Article III, Scope of Services, with descriptions of the tasks to be completed, the reports to be furnished and other Contract requirements. JAA, without invalidating the Contract, may request additional services or make changes by altering, adding to, or deducting from the services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes in the services and the Contract sum may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 RESULTING CONTRACT TERM

The resulting Contract term will be for an initial one (1) year period, with four (4), one year renewal options available at the sole option of JAA. The Contract may be terminated at any time with thirty (30) days written notification, with or without cause, by JAA. All JAA Contracts are subject to the availability of budgeted funds.

2.04 INDEMNIFICATION

Any Contract resulting from the ITB will include the following provisions:

To the fullest extent permitted by law, the Respondent agrees to indemnify, defend and hold harmless JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Respondent’s work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the Respondent, Respondent’s Subcontractor(s) or anyone directly or indirectly employed or hired Respondent, or anyone for whose acts Respondent may be liable. JAA reserves the right, but not the obligation, to participate in defense without relieving Respondent of any obligation hereunder.

2.05 INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as JAA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000 Each Occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability nor Professional Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 (non-AOA access) Each Occurrence. Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. In the event the contractor requires AOA access, then the Business Automobile Liability Limit will be not less than \$5,000,000

Worker's Compensation Insurance & Employers Liability. Contractor shall maintain Worker's Compensation Insurance & Employer Liability in accordance with Chapter 440, Florida Statutes, as now or hereafter amended. Coverage shall be provided on a primary basis.

Additional Insured: Contractor agrees to endorse JAA as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement or similar endorsement, to the Commercial General Liability and Business Auto Liability. The Additional Insured shall read "Jacksonville Aviation Authority."

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Contractor agrees to provide JAA a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Jacksonville Aviation Authority
Risk Management Department
14201 Pecan Park Road
Jacksonville, FL 32218

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. CONTRACTOR agrees to endorse JAA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

Right to Revise or Reject: JAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, JAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due

2.06 RESPONSIBILITIES OF THE RESPONDENT

- A. A mandatory post award conference will be scheduled after the Contract is awarded which is normally held within ten (10) business days after contract award. The Respondent will furnish the certificates of insurance, copies of licenses, permits and other items required by JAA.
- B. The Respondent will begin the services as described in the Contract upon issuance of a written Notice to Proceed by JAA.
- C. The Respondent is responsible for the professional services, technical accuracy, and timely completion of the work to be done, and for compliance with all terms and conditions of the Contract.
- D. The Respondent will remain liable for all damages to, or incurred by, JAA caused by the Respondent's negligent performance of any of the services furnished under this Contract.
- E. The Respondent represents that it is an independent Respondent and not an employee of JAA, nor are any of Respondent's employees performing services in furtherance of this Contract to be considered employees of JAA. The Respondent is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Respondent will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Respondent.
- F. The Respondent will designate in writing a qualified person(s) to act as its representative. The Respondent's Representative(s) will have authority to act for the Respondent in all matters covered by this Contract. The Respondent's Representative(s) will be authorized to submit written estimates and any changes to these estimates, make joint inspections with JAA Inspector at time designated by JAA and will be available to meet with JAA during the working hours of JAA and to answer questions for JAA Inspector and JAA Contracting Officer.
- G. The Respondent will comply with all provision of the Contract, and will not commence any additional work without submitting a written estimate of charges to the designated JAA Inspector. All charges over this estimate must be pre-approved in writing by JAA Inspector, or payment will only be made for only the original estimated amount.
- H. The Respondent will have a competent Respondent's Representative on the job at all times when services are being performed with full authority from the Respondent and who is satisfactory to JAA.
- I. If applicable, all employees/subcontractors/independent operators of the Respondent assigned to Jacksonville International Airport (JAX) must obtain a JAA Security Badge, at the sole expense of the Respondent. The Respondent will have the sole responsibility of complying with FAA guidelines, including but not limited to, requiring a ten (10) year employment history and background check, issuance and wearing of security badges. Any fines incurred by JAA for violations of any FAA regulations by Respondent employees will be charged to the Respondent, and if not promptly paid by the Respondent may result in termination of the Contract. See **Exhibit** for JAA form "Application and Certification Official Signature," which contains details on the issuance, replacement, wearing of security badges, as well as listing the disqualifying crimes for which an employee of the Respondent may not be issued a security badge. Any employee of the Respondent found by JAA to have been issued a security badge in violation of FAA guidelines will be required to immediately surrender their badge and be removed from JAA property.

- J. All personnel employed by the Respondent will be competent, trustworthy and properly trained. The Respondent and its employees will be required to comply with all the applicable regulations of JAA. JAA will require the Respondent to remove from JAA property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to JAA interests. All personnel assigned to JAA must understand and clearly speak English.

Any vehicles used by Respondent employees will have the company name clearly visible with a sign on the side or with an easily readable placard or sign in the front window and will only be parked in designated parking areas. All items brought into the JAX Terminal or moved into security zones must be cleared through the applicable security control checkpoints.

- K. In addition to all JAA security rules and regulations, which will be provided to the Respondent at the post award conference, the Respondent will inform their employees, and ensure their compliance with the following:

- (1) No illegal guns, knives or other weapons are allowed on JAA premises.
- (2) No drugs or other prohibited substances, including alcohol, are allowed on JAA premises.
- (3) All building regulations concerning smoking.

- L. The Respondent is responsible for the repair or replacement cost of any damage to JAA property. Failure to report the same within the specified time may be cause for termination of this Contract. The Respondent is responsible for reporting, in writing, within twenty-four (24) hours the occurrence of damage to property of JAA or its tenants. Failure to report the same within the specified time may be cause for termination of this Contract.

- M. The Respondents/Subcontractors/Independent Operators employees will not be assisted or accompanied by non-employees during the performance of the Scope of Services.

- N. The Respondent will furnish all equipment and supplies necessary to perform the services of the Contract.

- O. The Respondent is liable for any expense incurred as a consequence of any traffic infraction or parking violations attributable to employees of the Respondent.

- P. The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on JAA property at the sole discretion of JAA. This is for the protection of users of the Airport.

2.07 E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

2.08 WARRANTY – MINIMUM REQUIREMENTS

In the performance of the Scope of Services under this solicitation, the Respondent and its employees and/or Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures in the industry. All services under this solicitation are warranted for a period of one year following final acceptance of the services. If any failure to meet the foregoing warranty appears within one year after services are accepted by JAA, the Respondent shall again perform the services directly affected by such failure at the Respondent's sole expense.

2.09 RESPONSIBILITIES OF THE JAA

- A. At the post award conference, JAA will provide a list of personnel, with phone numbers, who are designated as JAA contacts. The list will be updated as necessary.
- B. JAA will promptly notify the Respondent, or his designated representative of any problems encountered during the Contract term and will arrange for a meeting to resolve issues.

2.10 COMPENSATION

Compensation will be paid in accordance with the Respondent's proposed price submitted on the Bid Form and final negotiations regarding the same. An original and one copy of the invoice, which must reference the purchase order number and month of service, should be mailed to JAA, Attn: Accounts Payable, 14201 Pecan Park Road, Jacksonville, FL 32218. Invoices will be processed in accordance with normal JAA procedures, which is thirty (30) days net after receipt of an approved invoice.

JAA, at its sole discretion, may authorize advance payments, deposit or partial payments.

2.11 PERMITS AND LICENSES

Work permits and licenses necessary to carry out the services will be secured and paid for by the Respondent and remain in effect throughout the duration of the Contract.

2.12 JAA'S RIGHT TO TERMINATE THE RESULTING CONTRACT

The resulting Contract may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA. Such termination will be effected by a thirty (30) day prior written notice to the Respondent stating the date upon which such termination becomes effective.

JAA may terminate the Contract should the Respondent have repeated and sustained Federal Aviation Administration (FAA) and / or Transportation Security Administration (TSA) security regulation violations or as determined by JAA.

Unsatisfactory performance by the Respondent may result in immediate cancellation of the Contract. If such Contract is terminated, JAA reserves the right to open negotiations with the next rank Respondent until a successful completion of negotiations and execution of a Contract.

Termination of the Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Respondent pursuant to the Contract, or the like predicted in such termination.

The Contract is always subject to availability of budgeted funds.

2.14 ASSIGNMENT

The Respondent will not assign or otherwise transfer its rights under the Contract without the prior written consent of JAA, nor will the Respondent assign any monies due or to become due to him hereunder, without the prior written consent of JAA.

2.15 SUBCONTRACTORS

If Subcontractors are to be used, the Respondent will, as soon as practicable after signing the Contract, notify JAA in writing the names of Subcontractors proposed for the work. Subcontractors will not be employed unless and until they are approved by JAA. The Respondent is as fully responsible to JAA for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. It is the responsibility of the Respondent to ensure that Subcontractors comply with all terms and conditions of this Contract. Nothing contained in the Contract documents creates any contractual relationship between the Subcontractors and JAA. JAA recommends that all Subcontractors enter into a formal Contract with the prime Respondent that clearly lists all of the agreed upon conditions.

2.16 PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

Generally, when the Respondent receives payment from JAA for labor, services or materials furnished by Subcontractors and suppliers hired by JAA, the Respondent shall remit payment due (less proper retainage) to those Subcontractors and suppliers within fifteen (15) calendar days after Respondent's receipt of payment from JAA. Nothing herein shall prohibit Respondent from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Respondent may withhold the disputed portion of any such payment only after Respondent has provided notice to JAA and to the Subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, (iv) be delivered to JAA and to the said Subcontractor or supplier within ten (10) calendar days after the Respondent's receipt of payment from JAA. The Respondent shall pay all undisputed amounts due within the time frames specified in this section.

2.17 SAFETY STANDARDS

It is the intent that all specifications are in full and complete compliance with all Federal and State of Florida laws and regulations that apply to the type and class of equipment being provided or services being performed. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) standards, and Florida requirements for external noise control that apply to the type and class equipment being provided or services being performed. If an apparent conflict exists, the Respondent must contact JAA immediately. In addition, any Federal and State legislation which should become effective regarding equipment safety will immediately become a part of this contract. Respondent will have the option to meet or exceed any such safety standard.

2.18 CHANGES IN PERSONNEL

The Respondent will notify JAA contact in writing, prior to affecting a personnel change concerning the personnel assigned to the Contract. JAA will have the right to reject any personnel assigned to perform work under this Contract.

2.19 NO INDIVIDUAL LIABILITY

No member, officer, agent, director or employee of JAA or Respondent will be charged personally or held contractually liable by or to the other party under the terms or provisions of the Contract or because any breach thereof or because of its or their execution or attempted execution.

2.20 ARTICLE/SECTION HEADING

The article and section headings contained in this RFP are included for convenience only and are not to be considered a part hereof or affect in any manner the construction or interpretation of the ITB.

2.21 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAA's ITB Number XX and Respondent's Proposal, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) the Contract; 2) this ITB; 3) Respondent's Proposal; and 4) the Purchase Order.

2.22 GOVERNING LAW AND VENUE

The venue of any legal action brought by or filed against JAA relating to any matter arising under this solicitation or the resulting Contract will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This solicitation and the resulting Contract will be governed by and interpreted under the laws of the State of Florida.

2.23 NONWAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this Contract will not release either Party of any of its obligations under the Contract.

2.24 ENTIRE AGREEMENT

This Contract is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this Contract. Respondent agrees that no representations have been made by JAA to induce the Respondent to enter into the Contract other than as expressly stated in this Contract. This Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing this Contract and signed by all Parties hereto.

2.25 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the RFP's and the responses thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their proposals, which they believe to be exempt from disclosure, citing specifically the applicable exempting law. JAA will consider a Respondent's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions, and shall have no liability to a Respondent for making public any information contained in a Proposal. All Proposals received from Respondents in response to the RFP will become the property of JAA and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of JAA.

2.26 TIME REQUIREMENT

For every requirement of this solicitation and the resulting Contract, time is of the essence.

2.27 DAMAGES

The Respondent acknowledges that it can be compensated adequately by money damages for any breach of the Agreement that may be committed by JAA. The Respondent agrees that no default, act or omission of JAA shall constitute a material breach of the Agreement entitling the Respondent to cancel or rescind the same or to suspend or abandon performance thereof; and the Respondent hereby waives any and all rights and remedies to which the Respondent might otherwise be entitled to because of any wrongful act or omission of JAA, saving only the Respondent's right to money damages.

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ARTICLE III – SCOPE OF SERVICES

3.01 GENERAL OVERVIEW

JAA owns and operates the Jacksonville Airport System which consists of the Jacksonville International Airport serving the commercial passenger and air cargo aviation needs of Northeast Florida and Southeast Georgia; Jacksonville Executive Airport at Craig, serving corporate and general aviation; Herlong Recreational Airport, serving the recreational and sport flyer; and Cecil Airport, ideally suited for major aircraft maintenance, repair and overhaul.

The JAA is seeking a company to provide landscape services for the boundaries specified below. The services provided under the Contract are non-exclusive and JAA reserves the right to use other companies and / or its own staff to perform landscape services. The Contractor shall furnish all labor, supervision, supplies and equipment necessary for performing all the service requirements defined in this ITB.

3.02 BOUNDARIES, AREA NO. 2

The boundaries start on Airport Road, 200 feet East beyond the JAX entrance message boards (perpendicular to the Eastern most section of the median cord grass plantings) covering the center, North and South service road medians, traveling East through the overpass at International Boulevard, encompassing all areas between the North and South service roads, continuing East to the traffic light at Duval Road. The property shall be maintained on the right side of the Service Road from telephone pole to telephone pole and all areas in between per the map of Area #2 (**Exhibit E**).

3.03 WORK HOURS AND CALLS FOR SERVICE

Landscape services will be performed between 7:00 AM – 5:00 PM (local time), Monday through Friday, unless different hours are required due to extenuating circumstances and approved by the JAA Inspector. Changes in working hours require prior written approval from the JAA.

The Contractor shall respond, by phone or in person, within twenty-four (24) hours to a notification by the JAA Inspector of a failure to perform a significant contract requirement or to correct damage to JAA property due to Contractor or Contractor's subcontractor negligence or otherwise. Failure to correct the condition within seventy-two (72) hours of notification may result in termination of the Contract.

3.04 SAFETY

The Contractor shall be responsible for following all Occupational Safety and Health Administration (OSHA) Safety Laws as well as any other applicable safety law in carrying out the requirements of this ITB. All work shall be performed in a safe and considerate manner. The use of machinery such as mowers, edger's and other similar equipment shall be limited to high traffic (people) areas. The Contractor shall exercise good judgment in performing these types of landscape functions under such conditions. Blowers shall **not** be used in areas where the public will be affected or where any damage or liability will occur to either people or vehicles.

3.05 INVENTORY

Prior to execution of the landscape service contract, an inventory shall be conducted in which all substantial plants, shrubs, trees and sodding shall be measured and recorded. A JAA representative shall accompany a Contractor's employee during this inventory. The general condition and health for each area shall also be noted and a copy of this information shall be supplied to the JAA Inspector. General areas of Contractor responsibility shall be noted along with areas in which the Contractor is not responsible. The Contractor's signature on this report is acceptance of present conditions, except where otherwise noted.

3.06 MOWING

All lawns, retention areas, out parcels and other turfed areas shall be mowed a minimum of once every seven (7) days during the growing season, herein defined as March 15th through November 14th. During the remainder of the year, mowing shall be completed on an as needed basis. All turfs shall be mowed to their specified and recommended heights, typically between 1 ½ inches and 3 inches depending on the type of turf being cut. All trash and road debris shall be removed before any cutting. Proper mowing equipment shall be utilized for the type of turf cut. All lake banks and ditches shall be mowed to the waters edge. Weed eaters shall be used to remove grasses and growth as far beyond the waters edge as possible. All weeds and turf shall be mowed to the waters edge on ditches and ponds. Weed eaters shall be used to remove grasses and growth as far beyond the waters edge as possible.

3.07 EDGING

Edging for JAX landscaped areas shall include the following requirements:

- a. Edging shall be on a regular basis so as to conform to the time schedules as listed in Article 3.06, Mowing.
- b. All perimeter lawn areas, including sidewalks, walkways, driveways, parking lots, curbing, retaining walls, roads and other similar areas, shall be edged with a mechanical blade edger so as to maintain a neat and trimmed appearance.
- c. Building edges, light posts, fences and other similar areas inaccessible by mechanical edger's shall be edged with a string trimming device in order to maintain a neat and trimmed appearance.
- d. Flowers, trees and shrub beds shall be kept clean and well defined in order to prevent encroachment by lawn and other adjacent materials.
- e. Chemical treatment to prevent the growth of grass in order to satisfy the edging requirement is not permitted without prior written approval from the JAA.

3.08 WEEDING

Weeding for JAX landscaped areas shall include the following requirements:

- a. Weeding of JAX landscaped areas shall be performed on a routine basis, conforming to mowing and edging schedules, in order to maintain a neat and orderly appearance. Trash and debris are to be removed from the beds with each weeding cycle.
- b. All weeds shall be removed in order to maintain a healthy environment for plants, trees and shrubs.
- c. Weed control in plant beds, open beds, areas between beds and / or plants, joints in sidewalks, curbs, decks and other nature areas shall be accomplished through either manual (hand pulling) or mechanical methods. Any other means will require prior written approval from the JAA.
- d. Chemical control of weed growth shall be allowed only under the following conditions:

1. Prior written approval from the JAA.
2. Environmental Protection Agency (EPA) listed as approved for intended use.
3. A listing of proposed chemicals to be used is on file with the JAA.
4. Material Safety Data Sheets (MSDS) are on hand during application of chemical and for the duration of chemical effectiveness.
5. Safe and recommended application procedures are followed. Chemicals are not to be applied where winds may deem the application unsafe and hazardous to the general public.
6. Injury to adjacent plants and growth is not exhibited for specific applications.

3.09 TRIMMING

Ornamental shrubbery shall be neatly trimmed in order to maintain a natural, well-groomed appearance within the landscaped areas while allowing the shrubs to reach mature and / or intended size.

All other flora requiring trimming in order to maintain a balanced landscape environment and without injury to the species, shall be performed with professional care and diligence.

3.10 PRUNING

Pruning of JAX landscaped areas shall include the following requirements:

- a. Plant pruning, shearing and trimming shall be accomplished under the supervision of an experienced specialist to assure this function is in accordance with recommended horticultural practices for properly allowing budding, blooming and growth habits to occur.
- b. Frequency of pruning shall occur within the requirements of individual beds, species or individual growth patterns. Inspection for pruning needs shall be noted upon each visit for planning a pruning schedule. Pruning of plants which overhang curbs, sidewalks, passageways, patios, balconies, fences, air conditioning units within 36 inches of roads and parking areas shall be addressed when necessary and / or as directed by the JAA Inspector.
- c. Selective pruning shall be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to insure health and vigor.
- d. All trees and shrubs shall be trimmed to the proper height of their natural growth. All trees growing next to roadsides will be trimmed according DOT specifications. A copy of the specifications will be provided. No branches or limbs shall be allowed to overhang or be within 36 inches of any power or communications line or roadway. No live limbs or branches with a diameter greater than 4 inches shall be removed unless shown to be hazardous or unsafe to the continued growth of the species or threatening to the immediate surrounding environment. Removal of limbs greater than 4 inches will require prior written approval from the JAA.
- f. Redesign of shrubbery shapes through pruning and trimming is not allowed without prior written approval from the JAA.
- g. Ground covers and vines shall be sheared and edged as necessary in a uniform manner to maintain a neat appearance, clean edges and an overall aesthetic appearance. Vines shall be pruned to prevent proliferation over other plants and / or structures so designated by the JAA.
- h. Shrubs, hedges and trees shall be pruned and sheared in a consistent manner to maintain optimum shape and size, foliage and flower development and maximum growth potential while

not interfering with the natural health and growing patterns of each individual plant, shrub or tree.

- i. Deteriorating wood, dead wood and dead foliage shall be removed no less than every week during the growing season as defined in Article 3.06, Mowing. Thereafter, these materials shall be removed as often as required and / or requested by the JAA Inspector.
- j. Interfering branch crossovers shall be carefully removed so as to not injure the health and vigor of the plant or tree.
- k. All trees, **excluding palms**, shall be maintained free of low hanging limbs and branches. Suckers shall be removed from the trunk or base of the tree as long as no permanent injury to the tree is caused.
- l. Palm tree inspection shall occur at least one a month throughout the duration of this contract and any problems encountered shall be directed to the JAA Inspector.
- m. Deciduous Leaves: Care shall be taken so as to not allow the build-up of deciduous leaf matter of turf and surrounding plant beds during the fall season. Starting October 1st and continuing through March 1st, the Contractor will inspect deciduous trees for foliage change and plan the proper and timely pick-up and removal of dead leaf matter.
- n. Palm trees shall be pruned according to the following requirements:
 - 1. The removal of all dead fronds and other dead plant parts from the trunk. All loose frond sheaths shall be removed along the entire length of the palm trunk.
 - 2. The removal of all flower and all fruits parts, whether dead or alive.
 - 3. The use of climbing spurs or spiked shoes in the act of pruning trees is only allowed on palm trees that are too high to reach with a bucket truck and are prohibited below 30 feet.

3.11 MULCHING AND THATCHING

Mulching shall be required where deterioration in mulch beds is noted and the overall quality and appearance is sub-standard (where evidence of soil or unnecessary growth is noted). The type of mulch to be used shall not be a lesser grade than Grade B Gold Dyed Mulch. Replacement of mulch shall not interfere with natural drainage of any existing plant beds and will be placed directly onto existing wooded growth, nor be bedded at a depth less than 2 inches. The Contractor shall mulch all beds once every other year during the Contract, starting with the first winter off-growing season of the Contract. **All areas under contract should be mulched prior to Thanksgiving week.** Any loss of mulching materials due to unforeseen circumstances such as severe storms, property damage, or other similar circumstances shall be taken under advisement by the JAA for replacement at additional costs.

Thatching of dead grass areas shall be performed where needed and where good turf growth is inhibited. This function shall be performed during the off-growing season and completed by the beginning of the normal mowing season as specified in Article 3.06, Mowing.

3.12 FERTILIZATION

Analysis of turf, plant bed and tree fertilization requirements shall be determined as well as the soils for the same areas. Soil and water pH shall also be tested and consideration given as to any action necessary.

- a. Turf Fertilization: Turf should be fertilized a minimum of three (3) times per year using a fertilization formula adjusted for season and turf conditions or requirements. A slow release granular fertilizer shall be used at a minimum of once a year.

- b. Plant Beds, Shrubs and Trees: Plant beds, shrubs and trees shall be fertilized a minimum of three (3) times per year using a fertilization formula adjusted for season and turf conditions or requirements. . A slow release granular fertilizer shall be used at a minimum of once a year.
- c. Nitrogen requirements for all plant beds, shrubs, trees and turfed areas shall be part of the fertilization program and incorporated with application of fertilizers.
- d. Deep root feeding of trees is required as needed. Spike fertilizers shall be used at three (3) spikes per tree, per year.
- e. All fertilizers shall be either granular or liquid, except for deep root feeding with spikes for trees.
- f. Fertilization of annual and color beds shall be as often as needed in order to maintain a fresh and aesthetic appearance year-round.
- g. Application of fertilizers shall be carried out with care as to prevent the application of too much fertilizer or to have a fertilizer designed for a specific application overtake another area where the fertilizer may damage, harm or interfere with natural growth.

3.13 INSECT AND DISEASE CONTROL

The Contractor shall be responsible for the treatment of insects and diseases affecting all turf, plant beds, shrubs and other landscaped areas. Appropriate insecticides and fungicides shall be used in accordance with all state, federal and local regulations.

Other guidelines for insect and disease control include the following requirements:

- a. Application only under conditions where weather or environment permits.
- b. Application of insecticides and fungicides on an as-needed basis. Mole cricket treatment is to be included.
- c. Notify the JAA Inspector within one week prior to application of any insecticides or fungicides.
- d. Use of only EPA approved insecticides and fungicides.
- e. MSDS in nearby work trailers, offices or company equipment for those insecticides and fungicides being used.
- f. Application by a Contractor who is either certified or licensed to dispense insecticides and fungicides. Contractor must submit copies of applicable licenses with Bid.
- g. Development of a spraying program to minimize infestation by insects and diseases.
- h. Report to the JAA Inspector the development of any insect or disease for which there is no practical control and for which further investigation, analysis and ultimate disposition must be accomplished.

3.14 PLANT REPLACEMENT

The Contractor shall not be responsible for the replacement of plants, trees or shrubs that have been damaged or injured from natural calamity or human interference, such as automobile accidents, vandalism or other damage not directly related to Contractor or Subcontractor involvement.

The Contractor shall not allow those plants nearly dead, continuously weak or improperly cared for to exist within the confines of the JAX landscaped areas. Any such condition shall be duly reported to the JAA Inspector prior to commencement of this Contract.

No plant, shrub, tree or other type of flora shall be used that is not acclimated to healthy growth within JAX landscaped areas, i.e., exterior tropical type plants.

The JAA Inspector shall be notified to any condition where trees, plants or shrubs may have to be removed and / or replaced whereupon any additional costs may be incurred through added work, tree surgery or other duties not specifically addressed within this ITB.

3.15 REMOVAL OF DEBRIS AND CLEANUP

All litter and debris shall be removed from landscaped areas prior to all mowing so that foreign matter will not be shredded and foreign objects scattered. Policing of landscaped areas shall be required prior to any mowing in order to remove this debris. All clippings, cut grass and trimming shall be removed which result from the performance of landscaping duties.

All sidewalks should be blown or vacuumed following mowing, edging, trimming or other landscape duties in order to remove these materials and maintain a neat and orderly appearance. Care shall be taken so as to not infringe upon the general public during the use of any mechanical blower.

3.16 DISPOSAL

All clippings, trimmings, cut grass and other litter resulting from the performance of landscape services shall be properly disposed of by bagging the debris and removing it from the JAA property at the Contractor's expense. All disposals shall be done in accordance with all City, State and Federal requirements.

3.17 IRRIGATION SYSTEM

The Contractor shall be responsible for periodic inspection of JAA's irrigation systems that include the following. The Contractor shall report any problems to the JAA Inspector.

- a. Visual observation of mechanical function such as sprinkler head operation of these systems.
- b. Adequate water shall be supplied to maintain all landscaped areas in a healthy and thriving condition so that water penetrates throughout the root zone and allows an adequate supply of oxygen to root systems. Proper zoning, operation time and rotation is required in accordance with the season of the year will be the responsibility of the Contractor to notify the JAA Inspector of any changes necessary.
- c. Any damage to any part of the JAA irrigation system caused by the Contractor, including Contractor's employees, Subcontractor, Subcontractor employees, is the responsibility of the Prime Contractor and repairs shall be made at the sole expense of the Prime Contractor. Any damage to any part of the JAA irrigation system must be reported to the JAA Inspector.
- d. Contractor shall check every two (2) weeks for areas on non-coverage and / or over watering and report findings to the JAA Inspector.

3.18 HORTICULTURAL INSPECTION

The Contractor shall have on staff, or employ, a certified horticultural professional to oversee the general JAX landscape program, advise the Contractor and for making recommendations as to compliance with the specifications written herein. The duties of the Horticulturist shall include, but not be limited to, the inspection and reporting of the following:

- a. Plant, shrub and tree health and vigor.
- b. Turf health and vigor.

- c. Harmful insect infestation.
- d. Disease and fungal activity.

3.19 INSPECTIONS

It shall be fully understood that success of the JAX landscape program is dependent upon meeting the requirement of this ITB. Success shall be measured against initial landscape evaluation and ongoing evaluations of items to include, but not limited to, grass height before cutting, shrubbery condition, plant health and vigor. The JAA reserves the right to conduct its own periodic evaluations and discuss the results with the Contractor for remedial attention if required.

3.20 ADDITIONAL WORK AND SERVICES

Consideration shall be given for the need to supply additional work and / or services in maintaining the overall appearance of the JAX landscape. These costs are **not** part of the base Bid. The Contractor shall be responsible for notifying the JAA Inspector whenever these costs may occur and shall supply the JAA Inspector with estimates. No additional work shall be performed without prior written approval from the JAA. Any additional costs incurred by the Contractor and / or Subcontractor without written approval from the JAA shall be at the sole expense and responsibility of the Contractor and will not be reimbursed by the JAA.

Examples of additional work not covered by this ITB include, but are not limited to, the following:

- a. New planting of sod, trees or shrubbery.
- b. Landscape redesign.
- c. Irrigation repair not caused by Contractor.
- d. Any additional cleanup of landscape areas, parking lots or roads not directly related to Contractor.
- e. Interior plantscape maintenance.

The Contractor understands that occasionally landscaping duties may coincide with work being performed by other Contractors at JAA. It is the responsibility of the Contractor to cooperate as fully as possible with any other type of work being performed at JAA as long as this work does not interfere with carrying out routine landscaping functions. Any problems or disputes shall be brought to the immediate attention of the JAA Inspector for resolution.

3.22 UNIFORMS

The Contractor shall provide for its personnel at the Contractor's sole expense all necessary distinctive uniforms (shirts and pants) including inclement weather gear and identification badges or woven identification insignia. The type and style shall be subject to the prior and continuing approval of the JAA. The Contractor's employees and those of any Subcontractor shall wear these uniforms and identification badges or insignia at all times while performing landscape services. The Contractor agrees that its employees and those of any Subcontractor shall present a neat, clean and orderly appearance at all times. The Contractor shall supply its employees with sufficient uniforms to comply with said requirements.

3.24 DORMANT PERIOD NOVEMBER 16 THRU MARCH 14

At least once weekly, the Contractor shall provide the following services:

- a. Trimming all trees, oaks, crape myrtles, magnolia, palms, etc. Tree limbs that encroach into mowing areas along woods lines, and other turf areas need to be cut back yearly. Trash removal and debris, removing litter, raking leaves, picking up fallen tree limbs out of roadways, flower beds, turf areas, sidewalks, parking lots, etc.
- b. Keep all curves clean, free of all debris, dirt, leaves, trash.
- c. Edge all roadways at least once a year.
- d. Rake and clean all flower beds for mulching.
- e. All mulching should be completed prior to Thanksgiving week.**
- f. All plants should be cut back, Cord grasses, pampas grasses, Liriope, Cranium Lilly's, etc.

3.23 PERFORMANCE MEETINGS

If requested by JAA, the Contractor is required to attend performance meetings that will be held at a time and place to be designated by the JAA. The intention of this meeting is to provide a forum for the JAA and the Contractor to identify areas of concern so they can be resolved in a timely manner.

3.24 PERFORMANCE STANDARDS

The standards by which the Contractor's performance will be evaluated are set forth as stated below. The Contractor's failure to meet and maintain these standards, after receipt of written notice to correct such deficiencies, immediately or within twenty-four (24) hours notice may result in the following or termination of the Contract.

- a. Contractor will have an initial ninety (90) days transition period. After the transition period, if Contractor receives four (4) complaints within a one-month period, JAA will deduct 15% from each monthly invoice that the complaints are received.

If Contractor receives six (6) complaints within a three (3) month period, the Contract is subject to termination. All notices to the Contractor regarding complaints will be issued in writing.
- b. Response Time – As a result of the Contractor's failure to perform significant Contract requirements or to correct damage to JAA property within seventy-two (72) hours, JAA will deduct 5% per day from each monthly invoice for each day of the contract which satisfactory action to JAA is not taken by the Contractor.
- c. Supplies – If Contractor personnel requests from JAA personnel any supplies and / or equipment necessary for performing all services defined in this ITB, JAA will deduct 2% per occurrence plus actual cost of supplies and /or equipment from the monthly invoice.
- d. Damages – If Contractor fails to remedy damage areas in an acceptable manner to the JAA, the actual cost to remedy damaged areas, per occurrence, will be deducted from the Contractors monthly invoice.

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ARTICLE IV– BID FORM

Respondent's Name: _____ (Page 1 of 4)

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED

RESPONDENT SHALL SUBMIT ONE (1) ORIGINAL PROPOSAL AND THREE (3) COPIES OF THE ORIGINAL DOCUMENTS. ENVELOPE ONE SHOULD BE LABELED "ORIGINAL" AND ENVELOPE TWO SHOULD BE LABELED "COPIES".

The following checklist is provided for convenience. The Respondent is responsible for carefully reviewing the submittal requirements in the ITB and submits all information requested.

SEALED ENVELOPE #1

- A. Documentation that the Prime Company or owner of the company has a minimum of three (3) years experience in the primary commercial landscape services business ending January 31, 2011. **(MANDATORY)**
- B. Documentation that the Prime Company has a least one (1) current landscaping contract with approximately 39 acres and one (1) contract with a minimum value of \$40,000. **(MANDATORY)**
- C. Copy of the Prime Company or Subcontractor license for performing insect and disease control services as outlined in the Scope of Services and in accordance with State of Florida requirements. **(MANDATORY)**
- D. Bid Bond (five percent (5%) of Respondent's total Bid price). Bid Bond should be based on the Respondent's **LOWEST** proposed bid method.
- E. Conflict of Interest Certificate (Exhibit A)
- F. Addendum Acknowledgement, if applicable
Acknowledgment of the following Addenda is hereby made:
Addenda No. _____ Date: _____ Respondent's Initial: _____
- G. Drug-Free Workplace Program Certification:
 - a. _____ Yes, we have a Drug-Free Workplace Program
 - b. _____ No, we do not have a Drug-Free Workplace Program
- H. Acknowledgement of Warranty Acceptance is hereby made: Respondent's Initial: _____
- I. SBE/JSEB/DBE Verification and Forms

(The remainder of this page has been intentionally left blank)

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 2 of 4)

SEALED ENVELOPE #1 (CONTINUED)

H. References

J. Original Bid

K. **Bidder Certification and Signature:**

By submitting this bid, the Bidder certifies that the Bidder has read and reviewed all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Company, that the Bidder is legally authorized to do business in the State of Florida, and that the Bidder maintains in active status all appropriate licenses required for the work.

L. Bid Form Signature: _____

FAILURE TO SIGN YOUR BID WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN REJECTION OF THE BID.

Respondent Name: _____

Authorized Agent's Signature: _____ Date: _____

Printed Name: _____ Email: _____

Title: _____

Respondent is a: Corporation Partnership Individual

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

Envelope # 2

A. Bid Copies

(The remainder of this page has been intentionally left blank)

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 3 of 4)

BID PRICE SHEET

Fill in the price for the total year (12 months). Monthly payment will be the yearly rate divided by 12.

| | Initial Year | Renewal Year #1 | Renewal Year #2 |
|---|-------------------------|----------------------------|----------------------------|
| Mowing: (Cut every 7 days in season) | \$ _____ | \$ _____ | \$ _____ |
| Edging: | \$ _____ | \$ _____ | \$ _____ |
| Chemical Control: Weed Growth | \$ _____ | \$ _____ | \$ _____ |
| Insect and Disease: | \$ _____ | \$ _____ | \$ _____ |
| Trimming: | \$ _____ | \$ _____ | \$ _____ |
| Pruning: | \$ _____ | \$ _____ | \$ _____ |
| Mulching: | \$ _____ | \$ _____ | \$ _____ |
| All Bedding: | \$ _____ | \$ _____ | \$ _____ |
| Thatching: | \$ _____ | \$ _____ | \$ _____ |
| Fertilization: | \$ _____ | \$ _____ | \$ _____ |
| Annual Replacement: | \$ _____ | \$ _____ | \$ _____ |
| Debris - Clean Up: | \$ _____ | \$ _____ | \$ _____ |
| Debris – Removal: | \$ _____ | \$ _____ | \$ _____ |
| Debris – Disposal: | \$ _____ | \$ _____ | \$ _____ |
| Horticultural Services: | \$ _____ | \$ _____ | \$ _____ |
| Other:* | \$ _____ | \$ _____ | \$ _____ |
| ANNUAL TOTAL: | \$ _____ | \$ _____ | \$ _____ |

*** (Specify on separate sheet what is covered in "Other")**

ARTICLE IV– BID FORM

Respondent's Name: _____

(Page 4 of 4)

BID PRICE SHEET

Fill in the price for the total year (12 months). Monthly payment will be the yearly rate divided by 12.

| | Renewal Year #3 | Renewal Year #4 |
|---|--------------------|--------------------|
| Mowing: (Cut every 7 days in season) | \$ _____ | \$ _____ |
| Edging: | \$ _____ | \$ _____ |
| Chemical Control: Weed Growth | \$ _____ | \$ _____ |
| Insect and Disease: | \$ _____ | \$ _____ |
| Trimming: | \$ _____ | \$ _____ |
| Pruning: | \$ _____ | \$ _____ |
| Mulching: | \$ _____ | \$ _____ |
| All Bedding: | \$ _____ | \$ _____ |
| Thatching: | \$ _____ | \$ _____ |
| Fertilization: | \$ _____ | \$ _____ |
| Annual Replacement: | \$ _____ | \$ _____ |
| Debris - Clean Up: | \$ _____ | \$ _____ |
| Debris – Removal: | \$ _____ | \$ _____ |
| Debris – Disposal: | \$ _____ | \$ _____ |
| Horticultural Services: | \$ _____ | \$ _____ |
| Other: | \$ _____ | \$ _____ |
| ANNUAL TOTAL: | \$ _____ | \$ _____ |

** (Specify on separate sheet what is covered in "Other")*

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Respondent must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid.

SECTION I

I hereby certify that no official or employee of JAA requiring the goods or services described in these specifications has any financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named JAA official(s) and/or employees(s) has a financial interest(s) in this company have filed Conflict of Interest Statements with JAA Executive Director's / CEO Office, 14201 Pecan Park Road, Jacksonville, FL 32218 prior to the time of bid opening.

Name

Title or Position

Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION III

PUBLIC OFFICIAL DISCLOSURE

JAA requires that a public official who has a financial interest in a bid, proposal or contract make a disclosure at the time that the bid, proposal or contract is submitted or at the time that the public official acquires a financial interest in the bid, proposal or contract. Please provide disclosure, if applicable, with bid.

Public Official: _____

Position Held: _____

Position/Relationship with Respondent: _____

EXHIBIT B
CONTRACT

(The remainder of this page has been intentionally left blank)

EXHIBIT C
REFERENCE QUESTIONNAIRE

EXHIBIT D

AREA NO. 2 MAP

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EXHIBIT E
GUIDELINES FOR TREE TRIMMING

NO BID FORM

If your company cannot submit a bid at this time, please provide the information requested in the space provided below and return this form to:

**Jacksonville Aviation Authority
Attn: Procurement Department
14201 Pecan Park Road
Jacksonville, FL 32218**

Please be sure "NO BID" and the Bid Number are clearly shown on the outside of the envelope. **RETURN THIS FORM ONLY.**

We are unable to submit a bid at this time due to the following reasons:

- 1. We are unable to provide the nature of the service/products requested. _____
- 2. Requested specifications are too restrictive. (Please elaborate) _____
- 3. We are unable to comply with other terms of this invitation/request. _____
- 4. Request was not sufficiently clear. _____
- 5. Other: Please state the reasons in detail. _____

Comments: _____

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____