



uplifteducation

REQUEST FOR BID (RFP) Project Title: Landscaping Services Solicitation Bid No.: **081723-001**

Issuing Agency:	Uplift Education Department of Procurement Services 3000 Pegasus Park Drive, Ste. 1100 Dallas, Texas 75247
Procurement Director: Contact Information:	Timothy Graham (o) 469-621-8500 (c) 318-464-5658 (email) tgraham@uplifteducation.org
Program Director: Contact Information:	Gibran Torres, Facilities Director (o) 469-621-8500 (email) gitorres@uplifteducation.org
RFP Release Date:	Thursday , August 17, 2023
Mandatory Pre-Proposal Meeting:	Wednesday, August 24, 2023, 10:00 AM, CST
Meeting Location:	Meeting Held via Microsoft Teams Click here to join the meeting Meeting ID: 266 798 260 761 Passcode: HY7DVM Download Teams Join on the web Or call in (audio only) +1 469-340-0751,,540147102# United States, Dallas Phone Conference ID: 540 147 102# Find a local number Reset PIN
RFP Closing Date / Submission Deadline:	Thursday, September 7, 2023 12:00 PM., CST.
Proposal Opening Time and Location	Thursday, September 7, 2023 2:00 PM., CST.

E-mail submissions are the preferred method of delivery. However, mail and courier service are also acceptable methods of delivery. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified. Uplift Education assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Bidder to ensure their bid is received at the specified email address prior to the deadline for submission. Bids received after the deadline, corrupted files, and incomplete submissions will not be considered.

This RFB is available in electronic and printed form by submitting a written request to the Procurement Manager listed above. It is the Bidder's responsibility to check the Uplift Education website frequently for any possible addenda that may be issued. Uplift Education is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Instructions To Bidders

1. Read the entire solicitation, including all terms and conditions and specifications.
2. All proposal submissions must be typed or written in ink. Any corrections, erasures, or other forms of alteration to documents should be initialed by the bidder.
3. This RFB is to be manually signed in ink.
4. All pricing shall include delivery of all items Freight on Board (FOB) destination or as otherwise provided. Bids containing "Payment in Advance" or Cash on Delivery (COD) requirements will be rejected.
5. All submitted bids are subject to provisions of the laws of The State of Texas purchasing rules and regulations; Executive Orders; Standard Terms and Conditions; Special Conditions; and
6. Specifications listed in this solicitation.
7. This is a sealed bid solicitation and must be submitted through the Bonfire portal to the Uplift Procurement Department via: <https://uplifteducation.bonfirehub.com/login>
8. Note: A complete record of all submissions is kept on file in the Procurement Department subject to inspections of any citizen. Every courtesy will be afforded to any citizen who is interested in investigating for any purpose the record of state purchases. Copies of evaluations can be emailed to you only after receipt of a written request. Please do not call.
9. Important: By signing your submission, the proposer certifies compliance with all instructions to proposer, terms, conditions, and specifications, and further certifies that this proposal is made without collusion or fraud. This proposal is to be manually signed in ink by a person authorized to bind the vendor. All proposal information shall be made with blue ink or typewritten.
10. Order of priority: In the event there is a conflict between the instructions to bidders or standard conditions and the special conditions, the special conditions shall govern.

For questions regarding this bid, please contact: Facilities Director, Gibran Torres by phone at (469)-621-8500 or by email at gitorres@uplifteducation.org or you may contact Procurement Director, Tim Graham by phone at 318-464-5658 or by email at tgraham@uplifteducation.org.

1. Purpose

This Invitation For Bid (IFB) is intended to set forth the requirements to establish a Multi-year service price agreement for **Landscaping Services** for facilities within the Uplift Education network. Uplift will award this IFB to one responsive bidder, based upon the evaluation of all responsive and responsible bids received.

2. Notice To Bidders

Uplift Education (Uplift or Network) is an open enrollment charter school whose mission is to create and sustain public schools of excellence that empower students to reach their highest potential in college and the global marketplace and that inspire in students a life-long love of learning, achievement, and service in order to positively change their world. For more information on Uplift Education, please visit our website at www.Uplifteducation.org.

2.1. The Bidding Documents include the following:

- A. Instructions to Bidders.
- B. Bid Form
- C. General Conditions of the Contract for **Uplift Education – Landscaping Services**
- D. Supplementary (and amended General) Conditions.
- E. Divisions of the Technical Specifications.
- F. Addenda issued during bid period. (by Owner and acknowledged in bid form)

2.2. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

3. Bidder's Representation

3.1. Each bidder, by submitting a bid, represents that s/he has read and understands the bidding documents.

3.2. Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

3.3. Each bidder, by submitting a bid, understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.

4. Bidding Procedures

4.1. Bids must be prepared and submitted in accordance with the Instructions to Bidders.

4.2. A bid will be considered invalid if not submitted via the provided Bonfire bid submission portal prior to the time and date for receipt of bids.

4.3. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw, or cancel his/her bid or any part thereof for thirty days after the receipt of bids. However, a written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening.

- 4.4. Prior to the receipt of bids, Addenda, if any, will be emailed to each person or firm recorded by the owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be emailed only to the sealed bidder.
- 4.5. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- 4.6. If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 4.7. Prior to the issuance of a purchase order, the successful bidder must submit the following items to the Purchasing Department via Uplift's vendor registration portal.
<https://uplifteducation.bonfirehub.com/login>.
- A. Vendor Information Packet
 - B. Certificate of Insurance
 - C. Current W-9
 - D. Business License, Certifications, or other pertinent documents related to bid project

5. Pre-Bid Meeting

A pre-bid meeting will be held by authorized Uplift representatives whereby the bidders will have an opportunity to inspect applicable sites and ask questions and/or obtain clarification. The pre-bid meeting will be the only time when bidders and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be address through the Uplift purchasing platform, [Uplift Education \(bonfirehub.com\)](https://uplifteducation.bonfirehub.com). The Uplift Purchasing Department will respond to all questions by way of an addendum which will be posted as part of the solicitation. Uplift, its agents, and employees shall not be responsible for any information given by way of verbal communication.

Site Inspections: Each bidder, by making a bid, represents that s/he has been provided an opportunity to visit the site and familiarize themselves with the local conditions under which the work is to be performed.

6. Examination of Bidding Documents

Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency, or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

7. Substitutions

Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

8. Rejection of Bids

The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

9. Awards

Awards may not be made to any person, firm, or company in default of any contract.

10. Publicizing Awards

Written notice of award shall be sent to the successful bidder. In procurement over \$100,000, each unsuccessful bidder shall be notified of the award via the Uplift Bonfire portal and/or via email. Notice of award will be made a part of the procurement file.

11. Right to Protest

Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director of Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after the contract is awarded.

12. Taxes

Uplift is a non-profit (503C). Evidence of status will be provided upon receipt of written request by bidder.

13. Guarantee

The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of five years from the date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

14. Acceptance

The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by Uplift Education.

15. Changes In Work

A Change Order is a written order to the Contractor signed by an authorized Uplift employee, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by an authorized Uplift employee will be considered null and void.

The authorized Uplift employee, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes to the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$10,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

16. Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than:

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

Workers Compensation and Employers Liability: \$1,000,000 Each Accident, \$1,000,000 Each employee, Workers' Compensation limits as required by the Labor Code of the State of Texas and Employers Liability coverage.

17. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

Uplift Education, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Uplift Education, its officers, officials, employees, or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of Uplift Education.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Uplift Education, its officers, officials, and employees, Boards and Commissions or volunteers.

The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Uplift Education, its officers, official's employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

18. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

19. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of **“A- VI or higher”**. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool or the Texas Workers' Compensation Corporation.

20. Verification of Coverage

Contractor shall furnish Uplift Education with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by Uplift Education before work commences. Uplift Education reserves the right to require complete, certified copies of all required insurance policies, at any time.

21. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

22. Summary of Work

Work under this Contract shall include, but is not necessarily limited to, the following as summarized in bid titled: **LANDSCAPING SERVICES**

23. Laws, Rules, and Regulations

Contractor shall comply with all applicable federal, state, local laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.

24. Pre-Work Conference

Prior to the Contractor beginning any work on this project, Uplift will determine whether or not a Pre-Work Conference is necessary to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.

25. Temporary Facilities and Controls

The Contractor shall post adequate warning signs and maintain safety lights as required to warn people of hazardous conditions.

26. Security

The Contractor shall be responsible for the security of his/her equipment, materials, etc., at the project site for the duration of the contract.

27. Material and Equipment

Transportation and Handling: The Contractor shall provide for all transportation and handling required for the work on this project.

Storage and Protection: The Contractor shall be responsible for storage and protection of equipment and materials. The contractor shall protect all property of the Owner, and shall repair same, if damage

SCOPE OF WORK

PART 1 – GENERAL

28. Administrative

1. The term “Contractor” shall refer to the landscape maintenance contractor entering into an agreement with Uplift Education and performing the work specified herein.
2. The term “Owner” shall refer to Uplift Education and its employees. The terms “Owner”, “Uplift” and “Uplift Education” may be used interchangeably.
3. The term “Contract Manager” shall refer to the Uplift Education Facilities Director. The Uplift Education Facilities Director or Chief Operations Officer may appoint another person as the Contract Manager.
4. The term “Campus” shall refer to each separate site of property owned or operated by Uplift Education as defined Annex B: Campus Operations Contact Information.
5. The term “Campus Operations” shall refer to the primary and alternate points of contact for each individual campus as defined Annex B: Campus Operations Contact Information.
6. The term “Commencement Date” shall refer to the date stated on the contract terms and shall mark the start of the responsibilities of the Contractor. The expected Commencement Date shall be January 5, 2015.
7. The term “Final Acceptance” shall refer to the date of signature of the last party to sign a Contract that enters the Contractor and Uplift Education into an agreement.
8. The term “Scholar” shall refer to any student enrolled in an Uplift Education school.
9. The term “Carline” shall refer to the hours of parent drop-off and pick-up of scholars.

29. Contract Manager

1. The Contract Manager will administer and monitor the proper execution of the Scope of Work of this agreement.
2. The Contract Manager may make recommendations to the Uplift Director of Procurement and Chief Operations Officer to continue or terminate the agreement with Contractor depending on the level of customer service and quality provided by the Contractor during the term of this agreement.
3. Uplift Education’s representative authorized to supervise the agreement outlined herein is the Contract Manager, who may specifically designate others to be responsible for the on-site inspections.
4. The Contract Manager or other designated representative may be present at the initial start of the project and may spot check the progress of the contract work until completed.
5. The area to be maintained is subject to the provisions of the specifications as described herein. The Contract Manager shall determine the exact location of the land to be maintained. The areas to be maintained may not exceed those parcels of land owned or operated by Uplift Education and designated as all of the right of way along the entire subject property and five (5) feet beyond it where the adjacent property is not maintained or is city property.

6. The Contract Manager will provide Contractor with a contact list for each campus to indicate points of contact for each campus (referred to as “Campus Operations”). During the term of the Contract, Campus Operations may only authorize work to be performed at their assigned campus unless otherwise stated by the Contract Manager.

30. Terms and Conditions of Contract

1. Additional Terms - Contractor shall provide the Contract Manager with additional contract terms, if any, and must incorporate this scope of work document. Contractor’s contract terms may not contradict this document.
2. Term - The awarded contract shall be for three (3) years from the commencement date of the signed contract and may be renewed for two consecutive one (1) year terms at the discretion of Uplift.
3. Utilities - Any electric and water utilities required to maintain the irrigation or landscape system shall be the responsibility of Uplift Education.
4. Liability – Uplift Education will not be liable for any loss or damage sustained by the Contractor. The Contractor shall save Uplift Education whole and harmless from any and all claims for damage. Contractor will exercise every necessary precaution for the safety of Uplift Education’s property and the protection of any and all persons and/or property located adjacent to or making passage through said property.
5. Correspondence - Any administrative correspondence to be mailed to Uplift Education must be sent to the Central Management Office at 3000 Pegasus Park Drive, Suite 1100, Dallas, TX 75247. Copies may be sent to the Campus addressed to the Campus Operations at the discretion of the Campus Operations or the Contract Manager.
 - A. Submission of documents and reports may be done in electronic e-mail format except where otherwise stated or for instances where registered or certified mail is necessary.
6. Invoices - All invoices must be e-mailed to the designated Facilities staff member for payment. Uplift shall pay invoices in 30 days. For Uplift to pay invoices in 30 days, the vendor’s invoice must be correct, and reflect the work or goods delivered to Uplift. The 30 days begin when Uplift has received a correct invoice reflecting the work or goods delivered. If Uplift receives an invoice that is not correct and/or reflective of work or goods that have been delivered, Uplift will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract. Each invoice submitted for payment shall include, at a minimum, the following information:
 - A. Name and address of the department/campus for which services were provided.
 - B. Contact information of Uplift staff who placed order (name, phone number, department)
 - C. Date of order or Service
 - D. Detailed description of each service

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow this procedure risk having the contract with Uplift cancelled.

7. Contact - Contractor shall furnish all of the labor, material and equipment to perform all of the work to be undertaken as the contractor's obligations under this contract. Contractor must provide a valid phone number and address at all times to the Contract Manager. The telephone must be answered during normal working hours (8am-5pm Monday through Friday). Contractor must also provide a phone number he/she can be reached after hours and weekends to leave a message. Contractor must also provide a valid e-mail to send correspondence and messages from Contract Manager or Campus Operations.
8. Assignment - Contractor shall not sell, sublet, or assign the agreement or any portion thereof to any other person or persons, except upon the written approval of the Contract Manager. Doing so without written approval will be grounds for immediate termination of the Contract.
9. Termination –
 - A. Failure to correct contract violations (within 2 business days after notification) may result in contractor's monthly payment being withheld until an understanding between the Uplift Education's representative and Contractor can be reached. Repeated violations of schedule A or other contract terms may be used as grounds for immediate termination.
 - B. Those discrepancies and deficiencies in the work that remain uncorrected may be grounds for termination of the Contract, by Uplift Education.
 - C. The Contract will be terminated and considered abandoned if Contractor misses two consecutive scheduled visits or misses two visits over the span of four weeks. Contractor will pro-rate their invoice to reflect the missed visits.

31. Compliance

1. Contractor must perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.
2. Contractor will apply fertilizers in accordance to manufacturer's specifications and instructions.
3. Contractor will adhere to any EPA or other environmental protection agency when using chemicals such as, but not limited to, pesticides and fertilizers.

32. Personnel Requirements and Conduct

1. Contractor will, at the expense of the Contractor, require that all employees or agents of Contractor wear a uniform identifying them as a worker of the Contractor. The uniform must show the company name of the Contractor.
2. Contractor and its employees and agents must possess a Contractor issued photo ID at all times while on Uplift Education's premises.
3. Contractor's employees and agents must comply with the following rules of conduct while on Uplift property.
 - A. Contractor's employees and agents may not fraternize with Scholars at any time. Contractor's employees are discouraged from interacting with scholars unless under the direct supervision of an Uplift Employee. Contractor may communicate with Scholars to avoid safety risks or to prevent bodily harm to Scholars.

- B. Use of tobacco products on any Uplift property is prohibited. This includes tobacco use within vehicles while on Uplift property.
 - C. Use of vulgar language, in any language or dialect, while on Uplift property is prohibited.
 - D. Music may not be played while on Uplift property that is vulgar, offensive or disrupts or distracts from Scholar instruction. The use of loudspeakers intended to play music is not permitted.
 - E. Decals or graphics on Contractor's property or clothing may not depict obscene acts or contain offensive language.
4. Unsafe conduct by Scholars should be promptly reported to the front office staff of the Campus or the Campus Operations immediately.
 5. Contractor may not employ an Uplift Education Scholar and have the Scholar work on any Uplift property at any time. Contractor may not actively recruit or conduct recruiting operations without the explicit written consent of Uplift Education.
 6. The Contractor shall provide to Talent Management, at Contractor's expense, a criminal background check form completed on each person employed by the Contractor or any subcontractor.
 - A. Contractor will send necessary personally identifiable information directly to the Uplift Education Human Resources department. Instructions on how to send the FAST pass information will be provided in a future addendum.
 - B. Contractor's employees that have not obtained a FAST pass are in violation of the Texas Education Code and may be asked to leave. Failure to obtain a FAST pass and provide the necessary information to the Uplift Education Human Resources Department which results denial of access to the premises will not excuse the Contractor from performing the required duties set forth herein.

33. Payment

1. Contract Manager may withhold payment to such extent as may be necessary to protect Uplift Education from loss due to:
 - A. Work required in the specifications which is defective, incomplete or not performed.
 - B. Claims filed or reasonable evidence indicating probable filing claims.
 - C. Damage caused as a direct result of the actions of the Contractor.
2. Contractor will bill Uplift on a consolidated monthly billing with separate line-items for each campus as defined in the site drawings. All invoices will be mailed to the CMO and e-mailed to accountspayable@uplifteducation.org and/or e-mailed to the Contract Manager at the discretion of the Contract Manager.

34. Reservation of Rights

The Network reserves the right to reject any and all proposals. The Network reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the Network, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the Network reserves the right to waive any

requirements of the RFP. The Network further reserves the right to reject all proposals and seek new proposals when such an action would be deemed in the best interests of the Network.

will be opened by Uplift to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal “trade secret” or “confidential” at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for Uplift Education’s Attorney to present the matter to the Attorney General of Texas for final determination.

35. Disqualification of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- A. Reason to believe collusion exists among the proposers.
- B. The proposer is involved in any litigation against Uplift.
- C. The proposer is in arrears on an existing contract or has failed to fulfil a previous contract with Uplift.

36. Permits Required by Law

The awarded contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

37. Background Check

Contractors and employees of contractors providing services to school districts or charter schools must be fingerprinted before beginning or continuing work, if those persons have continuing duties related to the contracted services and the opportunity for direct contact with students. The specific rules that apply to contractors’ employees and applicants are separated by state law into two categories: (1) service contractors; and (2) certain public works contractors that provide engineering, architectural, or construction services (TEC §§ 22.0834, .08341). In the past, schools and contractors relied on the Clearinghouse to access and assess criminal history (Texas Government Code §411.097).

38. Records and Audit

The Contractor shall keep accurate records of all components of invoices to Uplift, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of five years after the conclusion of the Contract. Uplift reserves the right to audit any records it deems necessary for the execution of this Contract.

39. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey, or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of Uplift. Should the Contractor assign, transfer, sublet, convey, or otherwise dispose of its right, title or interest or any part thereof in violation of this section, Uplift may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

40. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- A. Insolvency – Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- B. Written Consent - Contractor attempts to assign the Contract without the prior written consent of Uplift.
- C. Failure to Perform – Contractor shall fail to perform, keep, or observe any term, provision or covenant of the Contract; or
- D. Failure to Pay Timely – Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts Uplift or its Facility in any manner.
- E. Written Notice of Default – In the event a default occurs, the contracted department's Program Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, Uplift may immediately cancel the Contract. At the direction of the Program Director, the Contractor shall vacate the facility, if applicable, and shall have no right to operate under the Contract.
- F. Liability – The Contractor, in accepting the Contract, agrees that Uplift shall not be liable to prosecution for damages or lost anticipated profits if Uplift cancels or terminates the Contract. No Waiver: No waiver by Uplift of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

41. Termination

Uplift may terminate this agreement in whole or in part by giving thirty days' written notice thereof to the Contractor. Uplift will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

42. Miscellaneous

- A. Consideration – After executing the Contract, no consideration will be given to any claim of misunderstanding.
- B. Qualification Statement – Proposers shall submit with the Proposal, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
- C. Familiarize – Proposers shall thoroughly familiarize themselves with the provisions of these Specifications and the Facilities.
- D. Rights – Uplift reserves the right to reject all Proposals and to waive any minor irregularities.
- E. Disqualification – A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to Uplift for any debt or Contract, or who has defaulted upon any obligation to Uplift by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.

- F. Contract – The Contract with the Contractor will be drawn by Uplift and may contain such other provisions as are deemed necessary to protect the interests of Uplift.
- G. Rules and Regulations – The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
- H. Cause – If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- I. Disclaimer – The section headings in these specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
- J. Legal Interpretation – Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of Uplift Attorneys or their authorized representative shall be final.

43. Conflict of Interest

No Uplift official or employee shall have any financial interest, direct or indirect, in any contract with Uplift, or be financially interested, directly or indirectly, in the sale to Uplift of any land, materials, supplies or services, except on behalf of Uplift as a board member or employee. Any violation of this section shall constitute malfeasance in office, and any Uplift board member or employee guilty thereof shall there by forfeit Uplift board member's or employee's office or position with Uplift. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with Uplift shall render the contract involved voidable by the Chief Executive Officer or Board of Directors.

44. Indemnity

The selected Proposer agrees to defend, indemnify and hold Uplift, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected Proposer's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected Proposer, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Uplift, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected Proposer and Uplift, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to Uplift under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

45. Communication

It is essential that the awarded Supplier respond clearly after receiving a telephone call or email from the Uplift officials. Written correspondence from Uplift Education shall be answered within twenty-four (24)

hours. The awarded Contractor shall respond to phone calls and emails from Uplift within twenty-four (24) hours of receipt.

Commencement Date

The contract shall commence after the date of award by Uplift and upon the execution of the contract.

46. Award Method

Uplift's intent is to award this solicitation in its entirety to a single contractor, but Uplift reserves the right to award in the method that is most advantageous to Uplift. Uplift reserves the sole discretion to determine whether a solicitation response is responsive. Uplift reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of Uplift. Late bids will not be considered for the award.

47. Evaluation Factors

The evaluations committee will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation. If the evaluation committee has reasonable grounds to believe that the proposer with the highest-ranking score is unable to perform the required services to the satisfaction of Uplift, Uplift reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer Uplift the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

48. Evaluation Criterion

	Description	Max. Points
1.	Price of goods/services and total cost	25
2.	Background Check	10
3.	Sufficient equipment to perform work	25
4.	Capacity to perform (staffing)	15
5.	Professional certifications	25

SCOPE OF WORK

PART 2 – SCOPE

Contractor must have the ability to furnish all work and materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all monitoring, adjustment and minor repair of sprinkler irrigation system, irrigation scheduling, inspection of tree staking system, weeding of mulched groundcover beds and aggregate beds, mulching of tree beds, pruning of trees, mowing of lawns, applications of fertilizers, insecticides, and herbicides, general site clean-up, removal of trash and products of maintenance, submittal to Uplift Education of maintenance schedule, as specified herein.

The Contractor will be required to contact Campus Operations for any coordination of work. Contractor will provide the campus with a maintenance schedule that shows the dates and times that work is expected to be done. Contractor will notify the Campus Operations if any changes need to be made.

The Contractor shall coordinate with the Campus Operations to schedule work as to not interfere with daily operations of the campus such as Carline. The Campus Operations contact information are listed in Annex B: Campus Operations Contact Information.

49. Locations

1. Refer to Annex B, Campus Operations Contact Information, for a list of campuses to be maintained.
2. The Contractor will be given an opportunity to visit each campus and evaluate the site and work that will be required for each site. The Contract Manager will provide architectural site plans when available or satellite images with overlays indicating the boundaries and limits of the areas to be maintained by Contractor. Campus site plans will also indicate soccer fields.
 - A. Any discrepancies shall be brought to the attention of the Contract Manager.
 - B. Any clarifying questions should be directed to the Contract Manager. Answers to these questions may be shared with all Contractors competing for the Contract.
3. It is the responsibility of the Contractor to verify all measurements and landscape prior to the acceptance of the contract. Price increases will not be approved for “unforeseen circumstance” where a site visit would have identified the circumstance or condition.
 - A. Contractor must contact Campus Operations prior to arrival. Contractor must sign-in at the front office of the Campus to obtain a visitor’s badge. A valid government issued ID is required to obtain a visitor’s badge.

50. Equipment

1. Machinery requirements listed under this Section are NOT intended to be restriction of specific manufacturers or models, unless so stated. Specific mention of the manufacturers in intended as a guide to illustrate the final product of the maintenance operations desired. All equipment used shall be maintained in top working condition at all times.
2. All materials, tools, and equipment used in performing the conditions outlined will be provided by the successful bidder and must be removed from the property at the end of each working day or upon the request of Contract Manager or Campus Operations or their authorized representative(s) at any time. Materials, tools, and equipment may only be kept on the property with consent of the Contract Manager or Campus Operations or their authorized representative(s). Consent to store materials, tools, or

pg. 17

equipment will not be construed as acceptance of responsibility or liability of said materials, tools, or equipment and Uplift Education will not be held responsible for loss or theft of the Contractor's materials, tools, or equipment.

3. All materials, tools, and equipment used in performing the conditions outlined must be in a safe and serviceable condition.
4. It is the responsibility of the Contractor to maintain positive control against loss or theft of materials, tools, or equipment at all times. Uplift Education will not be held responsible for loss or theft of the Contractor's materials, tools, or equipment.
5. Edgers shall be hard blade grass edgers. Edgers shall be maintained in safe working conditions, cutting edges shall be sharp at all times.
6. String trimmers shall be maintained in safe and working conditions.
7. Pruning tools shall be maintained in safe, working condition, cutting edges shall be sharp at all times.
8. Fertilizer spreaders shall be of the hand-held or cyclone type. The Contractor shall be responsible for any grade, plant material (turf, trees, shrubs, etc.), or hardscape amenity (steel edging, fences, walls, etc.) damage caused by the spreader and the application process. Spreaders shall be in a safe working condition at all times.
9. Fungicide sprayers shall be of the hand-held or backpack type. The Contractor shall be responsible for any grade, plant material (turf, trees, shrubs, etc.), or hardscape amenity (steel edging, fences, walls, etc.) damage caused by the sprayer and the application process. Sprayers shall be in a safe working condition at all times.
10. Deep root zone tree fertilizing shall be done with a hydraulic spray rig capable of producing 15 gallons of fertilizer solution per minute at 150 - 200 psi.
11. All ruts caused by Contractor's carts, trucks, wheelbarrows, and similar wheeled conveyances used in or on any portion of the existing landscape or amenities shall be repaired within 14 calendar days at no cost to Uplift.

51. Warranties, Replacements and Material

1. Contractor to warranty any new plant material or irrigation equipment installed by Contractor for a period of 1 year from the date of installation. If the installation date was not recorded and cannot be agreed upon then the start of the warranty will be considered to be 10 calendar days prior to the date of the invoice for the work in question. Contractor will provide the labor and material to replace defective equipment, poorly installed irrigation parts or dead plants at no cost to Uplift.
 - A. Warranty period will only apply to new plant material or irrigation equipment that was replaced at the request of Uplift Education and billed to Uplift Education. Replacement of plant material or irrigation equipment as a result of damage by the Contractor will be provided with a 90-day warranty.

52. Materials required for new, or replacement items shall match those already in use.

53. The use of any herbicides will be permitted only after the submission of the MSDS sheets to the Campus Operations and Facilities Director.

- 54. Trees:** The Contractor's maintenance of any new planting installed by Contractor shall consist of watering, cultivating, weeding, mulching, re-staking, resetting plants to proper grades or upright position, pruning any dead or diseased wood, pruning any rangy growth, and furnishing and applying such sprays and invigorants as are necessary to keep the plantings free of insects and disease and in thriving condition.

55. Fertilizing

1. Trees – Only trees that have been identified as being new (less than 3 years old), as identified in the site plans, will be fertilized.
2. Fertilize turf, planting areas and trees with a slow-release fertilizer using a 28-0-0 Uflexx blend.
3. Soccer Fields (where applicable)
 - A. Fertilize turf, planting areas and trees with a slow-release fertilizer using a 28-0-0 Uflexx blend.

56. Weeding

1. Contractor shall hand weed planting, mulch and decorative gravel beds as needed to remove weeds as they emerge. Contractor shall not hand weed nutsedge, bermudagrass or any grass or weed that has is stoloniferous in nature. These stoloniferous/rhizomous weeds/grasses shall be treated with a systemic herbicide.
2. With permission from Uplift Education, the Contractor shall apply:
 - A. General nonspecific weed control: Roundup, or equal glyphosate product.
 - B. Spring and summer broadleaf weed control: Three-way, Trimec or equal.
 - C. Grassy weed control: mixture of Dimension and 3-Way as a pre-emergent, or equal.
 - D. Pre-emergent weed control: Simazine, or XL by Monsanto, or equal.
3. Common Areas – Contractor must notify campus operations prior to applying chemicals in areas where children may be present. This notification also applies to soccer fields (3 hours).

57. Watering

Uplift Education will control irrigation control devices. Contractor will provide recommendations. See Section 3.1 "Irrigation System".

58. Trees

1. All tree wells with mulch shall be monitored so that build-up of mulch does not occur. The tree root flare shall remain exposed at all times. Hold compost and mulch back from root flare of tree.
2. Trees will be pruned to maintain a 15' clearance above driveways, 10' clearance above parking spaces, 7' clearance above walkways and sidewalks and 4' clearance off of building exterior footprint. Prune annually in the correct season for the species; non-flowering trees will be pruned in mid to late winter. Contractor should carry out the first pruning to maintain clearances by the end of February. Experienced pruning personnel shall carry out pruning.
 - A. Prune to encourage positive growth; remove crossing branches; and maintain the natural shape of each species.
 - B. Sterilize pruning tools, including shears, before and after pruning.

- C. Remove branches, if possible, without disfiguring tree. Wipe blade with bleach or alcohol between cuts or as needed.
- 3. Contractor should carry out the first pruning to maintain clearances by the end of February. Experienced pruning personnel shall carry out pruning. Contractor shall maintain height clearance mentioned in Part 2, Section 2.8, Item 2 or the existing heights, whichever is less. Contractor shall provide a quote to maintain clearances set in Part 2, Section 2.8, Item 2 in accordance with Item 5 of this Section.
- 4. No weed-eaters or edger's are to be used within 12" of any tree. Should the need for trimming be necessary within 15' of any tree, it shall be done so by hand trimming only.
- 5. Contractor will provide quote to prune and trim all trees with the first Sprinkler Check Report. The quote will be good for 90 days. Separate quotes will be provided for each campus.
 - A. At a minimum, each quote should separate the work into three categories:
 - i. Immediate Risk – There is immediate risk that a tree or limb may fall and cause property damage or bodily injury of bystanders.
(Also include a separate line items or line items to include pruning and trimming trees to obtain clearances mentioned in Part 2, Section 2.8, Item 2.)
 - ii. Low Risk – A risk is present that a tree or limb may fall during moderate to heavy winds.
 - iii. No Risk – There is no risk, other than the inherit risk of the existence of the tree, that a tree or limb may fall and cause property damage or bodily injury. This work would only be performed to encourage the healthy growth of the tree and/or improve the aesthetics of the tree.
 - B. Each line item will be evaluated independently. Contractor should understand that Uplift may elect to have Contractor perform one or more of the categories of work in order of Immediate Risk, Low Risk and then No Risk.

59. Shrubs and Groundcover

- 1. Thin shrubs to remove dead wood when necessary. Remove dead wood and freeze damaged leaves in the spring.
- 2. All water sprouts and sucker type growth shall be pruned and trimmed continuously. All shrubs shall be pruned to create a uniformly dense plant. Selectively thin and tip back annually, or as needed.
- 3. All shrub and groundcover beds shall be edged, weeded, and cultivated in accordance with Schedule A.
- 4. Always prune out dead, broken, and diseased wood. All cuts shall be flush cuts. Refer to Schedule A for pruning and trimming times. Guidelines for specific shrubs and groundcover shall be as follows:
 - A. Liriope, Gulf Muhly Grass and Mondo Grass: Trim the previous season's growth off in the spring as new growth emerges (See Schedule).
 - B. Nellie Stevens Holly, Indian Hawthorne, and Texas Sage: The shrub mass shall be pruned to maintain uniformly from both sides.
 - C. Sterilize pruning tools, including shears, before and after pruning Dwarf Yaupon Holly.

5. All shrub and groundcover beds with slopes of 2:1 or steeper shall not be cultivated due to the possible erosion nuisance, unless otherwise directed by the Contract Manager or Campus Operations.
6. All pruning debris and limbs shall be removed completely and immediately from site, or to a Contract Manager approved location on-site.
7. All groundcover beds shall be sheared one (1) time per year. This shall be done in the early spring, prior to the growing season. Groundcover beds bordering on paved surfaces must be edged as needed to retain a neat edge. Do not trim vertically so as to expose the stems.
8. Provide report to campus to re-mulch beds along with the monthly Sprinkler Check Report.

60. Irrigation System

1. Sprinkler Irrigation System: The Contractor's maintenance of the sprinkler irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule, and adjustment of heads for coverage and elevation. Sprinkler and irrigation schedule shall conform to any water restrictions set forth by the authority having jurisdiction. Contractor shall immediately report any apparent signs of leaks in both mains and lateral lines during each scheduled trip, and report findings to the Campus Operations.
 - A. Operation of sprinklers shall be monitored by contractor on a monthly basis (in conjunction with service cycle); to insure proper coverage of areas, and/or operation, the setting of turf heads at the proper height, the straightening of heads, and cleaning/adjusting of nozzles and heads to prevent water spray on windows or buildings. When adjusting nozzles, the Contractor should remember to avoid the watering of hard surface areas (parking lots, platforms, walks, walkways and/or driveways); placing emphasis on this need at all times, but particularly during winter months.
2. Contractor shall provide a monthly sprinkler and irrigation system check report, referred to as "Sprinkler Check Report" to the Campus Operations. The Sprinkler Check Report will include any reports of suspected main line leaks; broken, damaged or otherwise inoperable valves; and any sprinkler heads that have been replaced since the last Sprinkler Check Report. During the monthly Sprinkler Check Report the Contractor should:
 - A. Make adjustments and settings of automatic controllers to establish frequency and length of watering periods.
 - B. Check systems for continuous trouble-free operation.
 - C. Adjust all bubblers to maintain proper coverage.
 - D. Immediately repair and replace any equipment damaged as a result of maintenance operations, at the Contractor's expense.
 - E. Accidental damage not resulting from Contractor's negligence will be reported promptly to Campus Operations with estimate of cost for correction.
3. Each report should be provided to the Campus Operations and the Facilities Director. E-mail format is acceptable.

4. Contractor shall provide the first Sprinkler Check Report within 20 days of the Commencement date unless weather conditions do not permit doing so in a safe manner or as not to cause damage to the irrigation and sprinkler system. If this condition exists, Contractor will provide the Sprinkler Check Report as soon as weather permits.

61. Irrigation System Responsibilities

1. The Contractor shall be totally responsible for the operating days and hours of all irrigation systems, both manual and automatic, as well as programming the automatic controlling devices to produce optimum moisture levels in all plant, vegetation, and tree areas. Programming schedule will be provided to the Campus Operations with the monthly irrigation report. Campus Operations shall provide Contractor access to all irrigation controllers. If the controllers do not have locks, Campus Operations shall provide locks upon request.
 - A. It shall be the Contractor's sole responsibility to keep plants watered properly and comply with municipal water restrictions.
 - B. Campus Operations shall be immediately (immediately is defined as not to exceed 1 business day) notified of breaks, so as to prevent any plant, vegetation and/or tree loss. Contractor shall turn off the water at the double check for any major water leak such as stuck-on valves or main line leak until notification can be made.
 - C. Contractor should notify the Facilities Director in addition to the Campus Operations if there is a main line break, a problem with the city water meter or a problem with the city water.
 - D. If possible, except as dictated by extenuating circumstances (when unusual circumstances occur as necessitated by special events, location, etc.) irrigation cycles shall be set to take place during night-time hours, but in all instances prior to 6am.
 - E. During cold weather, the Contractor shall be responsible to monitor the irrigation system to insure that the freeze sensor is operational to prevent the icing of sidewalks, driveways, bus-lanes and grounds, and any associated damage to plants. The status of the freeze/rain sensor should be reported to the Campus Operations in the monthly irrigation report. If a system is not equipped with a freeze sensor, Contractor shall provide an estimate to install one to the Campus Operations and the Facilities Director. This should be included in the first Sprinkler Check Report.
 - F. Some systems are equipped with freeze-stats and rain-stats. In maintaining the irrigation system, the Contractor shall have the use of, and be responsible for the operation of these freeze-stats and rain-stats, keeping in mind the +/- variable factor in factory settings of freeze-stats.
2. Any damage caused by the Contractor (heads, pop-up heads, stand-up heads, bubblers, valves, wiring etc.), during the servicing of facilities; shall be repaired at no cost to Uplift Education. Replacement equipment shall be of the same type, model, and manufacturer. No substitutions shall be accepted unless a particular replacement part is out of production.
3. The Contractor shall be responsible for the supply and/or replacement of all sprinkler nozzles "blown-off," (including parts) broken, missing, or otherwise damaged during routine scheduled service and/or vandalism of property. Contractor should be prepared to respond within 3 business days to reports of irrigation problems occurring between scheduled service visits.

4. Report all damage done to the irrigation system where it is observed or suspected to have been caused by the operations of another Contractor, weather intentional or not. Report all damage done to the irrigation system where it is observed or suspected to have been caused by intentional vandalism immediately.

62. Litter Removal and Cleanup

1. Contractor shall maintain all mulch as required to be free of litter and debris. Clean adjacent paving of loose mulch leaves and other organic material. The frequency is shown in the Part 3 of this document.
2. Contractor may use blowers to blow leaves and debris from gravel areas.
3. Contractor will clean up and haul off any debris resulting from the maintenance operation plus any debris and trash, which may have accumulated, in the plant beds, grass areas, sidewalks and adjacent parking lots.

63. Drainage Ditches, Gates, Culverts, and Drain Inlets

1. All drainage ditches, culverts, and drain inlets shall be kept clear, clean, and free of any and all debris, at all times.
2. The Contractor shall make routine monthly inspection of all culverts to insure that flow lines in and out of the culverts are free of obstructions.
3. All drainage ditches shall be kept clean and free of debris, trash, grass clippings, etc. at all times.
4. Drain inlets shall be kept clean and free of debris, trash, grass clippings, silt, leaves, etc. at all times.
5. All gate track curbs and ditches will be kept clean and free of debris, trash, grass clippings, silt, leaves, etc. at all times. Contractor will keep the gate track clean as to prevent gates from “jumping the track”.
6. A clear line of sight will be maintained for all gate safety photo beams.
7. Foliage will also be trimmed as to not touch the gate while it is in motion.

64. Maintenance Record

1. Contractor shall maintain a log of all site maintenance visits describing all maintenance activities performed. The log should be up-to-date and ready for review by the Contract Manager at any time. The format and layout of the log may be created by the Contractor. At a minimum, the log will include:
 - A. Campuses visited.
 - B. Dates, approximate arrival, and departure times
 - C. Work performed.
 - D. A brief description of any communication with Campus Operations, Contract Manager or documents submitted.
2. Contractor crew must register in visitors’ office prior to commencement of any work.

SCOPE OF WORK PART 3 – SCHEDULE

The below table is an example of what should be provided for bidding. The final schedule will be reflected in the signed agreement.

Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total Visits
Fertilize Trees		1			1		1		1				4
Fertilize all planting areas		1			1		1		1				4
Fertilize Turf				1		1			1				3
Fertilize Soccer Field Turf			1		1		1		1				4
Pre-Emergent Turf		1								1			2
Pre-Emergent Beds		1								1			2
Post-Emergent Turf	③	③	③	③	③	③	③	③	③	③	③	③	---
Post-Emergent Beds	③	③	③	③	③	③	③	③	③	③	③	③	---
Hand weed beds	1	1	2	4	4	5	4	4	5	4	2	1	37
Tree Pruning & Maintenance	①	①	①	①	①	①	①	①	①	①	①	①	---
Apply compost & mulch at planters	②					②							---
Apply compost & mulch at trees	②					②							---
Mowing	1	1	3	4	5	4	5	4	4	3	2	1	37
Edging	1	1	3	4	5	4	5	4	4	3	2	1	37
Monofilament Trim	1	1	3	4	5	4	5	4	4	3	2	1	37
Litter Removal	1	1	3	4	5	4	5	4	4	3	2	1	37
Trim Ornamental Grass		1											1
Sprinkler Check Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Visit with Contract Manager		1			1			1			1		4
① = As needed ② = Provide updated quote ③ = As needed per season, broadleaf in spring and fall, grassy weeds spring thru summer													

65. Unit Price

- Contractor shall provide a separate per-trip price in the event that a special trip is requested. The work to be performed in this quote shall be: Mowing, Edging, Monofilament Trim and Litter Removal.