

STATE OF MISSISSIPPI GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

LAWN AND LANDSCAPING SERVICES CONTRACT

This Personal Service Contract ("Contract") is made by and between the Department of Finance and Administration, a state agency, (the "DFA" or "Agency") whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and Rotolo Consultants, Inc. (the "Contractor"), whose address is 2500 North State Street, Jackson, Mississippi, 39216, on the 1st day of April 1, 2022, under the following terms and conditions:

1. Scope of Services

The work shall consist of lawn and landscaping services at the following properties:

- 1. The New Capitol and surrounding area; and,
- 2. The Governor's Mansion.

All work performed under this contract, shall be provided on a scheduled basis, by experienced and qualified personnel, who shall be supervised at all times while performing required job duties on State property. Contractor's Account Manager shall be available for periodic meetings as requested by DFA. If, during the term of the contract, irrigation system(s) are, by separate contract, installed at any of the properties identified herein, DFA reserves the right to negotiate pricing for any necessary task related to irrigation of said properties. Such task may including but are not limited to; adjustment of sprinkler heads, adjustment of irrigation schedule, etc.

1.1 The New Capitol – 400 High Street, Jackson MS

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that lies between North West Street to the west, North President Street to the east, High Street to the North and Mississippi Street to the south. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the *Old Capitol Green Landscape Management Plan* (Appendix D to the Invitation for Bids (IFB)) with the following modifications:

- 1. Weed Removal, utilizing physical removal, pre-emergent, or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
- 2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- 3. Pruning of trees as defined in 5.4.1 of the *Landscape Management Plan* (Appendix D to the IFB) shall be excluded.
- 4. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and

amounts required prior to first application per schedule.

- 5. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix D to the IFB, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.
- 6. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.
- 7. Mulching of shrubs and shrub beds as referred to in 5.3.1 of the *Landscape Management Plan* (Appendix D to the IFB) shall be included. Pine straw shall be utilized. Mulching shall be performed once each year at the direction of the DFA.
- 8. The recommendation against the use of post-emergent herbicide referred to in 5.1.2.2 of the Landscape Management Plan (Appendix D to the IFB) shall not apply. The schedule of pesticide application shall be revised from that indicated in 4.1 to as follows:
 - a. Pre-emergent and post-emergent herbicides shall be applied in February and October.
 - b. Post-emergent herbicides shall be applied in May.
- 9. All schedules indicated in 4.1 of the *Landscape Management Plan* (Appendix D to the IFB) are subject to modifications by DFA to accommodate prevailing weather conditions.

1.2 The Governor's Mansion – 300 E. Capitol Street, Jackson, MS

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi. It is bound by South West Street to the west, East Amite Street to the north, North Congress Street to the east, and East Capitol Street to the south. All services shall be defined and scheduled as indicated below:

- 1. Grass shall be cut weekly. Weekly cutting should only take place on Thursday or Friday, weather permitting. Only a 36" walk-behind or push mower shall be used on this property.
- 2. Two pine straw applications per calendar year.
- 3. Spot spray cracks, crevices weekly or as needed.
- 4. Leaf removal in the fall, weekly.
- 5. Demo, bed prep and installation of annuals. Bed prep for annual installation shall include tilling, fertilizer, pre-emergent, and fungicide. All bed prep should be included the Contract scope and price. Installation will include approximately 2,350 annuals which will be provided by DFA. All

bed maintenance shall be coordinated with the Director of Capitol Facilities.

6. The maintenance of the east garden at the Governor's Mansion <u>shall not</u> be included within the scope of this contract.

1.3 Service Hours

Regular working hours shall be as follows:

- 1. The New Capitol should only be cut on Monday mornings as early as possible, weather permitting. Contractor must coordinate weekly service times with the Director of Capitol Facilities prior to any services being provided. If services are being provided during a time when functions are being held on the Capitol grounds or in the Capitol building, Contractor may be asked to stop and return at a later date and/or time in coordination with the Director of Capitol Facilities.
- 2. The Governor's Mansion should be cut only on Thursdays and Fridays. Contractor must coordinate weekly service times with the Director of Capitol Facilities one (1) day prior to any services being provided.
- 3. In the event of a conflict of service times and dates between the two (2) properties, the Contractor shall coordinate the service time for each property with the Director of Capitol Facilities.

1.4 Background Checks

Contractor shall provide to DFA a list of names and driver's licenses numbers for any and all crew members who will provide services at the contract locations. Background checks shall be performed by the Department of Public Safety (DPS) and must be completed prior to any services being performed on the Mansion or New Capitol grounds. Should new members be added to the crew during the contract term, Contractor shall provide immediate notice to DFA, including the necessary information in order for DPS to complete the background checks. **Crew members will not be allowed on the Mansion or New Capitol grounds without a completed background check by DPS**.

2. Contract Term

- The effective date of this Contract will be April 1, 2022. This Contract's term will be for three

 (3) years with two (2) optional one-year renewals to be exercised at the discretion of DFA. By
 August 1st of each subsequent year of the contract, DFA will notify the Contractor, in writing,
 of DFA's intent as to renewal of the Contract.
- 2. All records and information provided by DFA to Contractor are the sole property of the DFA and shall be returned to the DFA within thirty (30) days of the termination date of this Contract.
- 3. Upon termination of this Contract, Contractor shall cooperate with the DFA and the new Contractor during the transition of the DFA's business to the new Contractor. Upon request from the DFA, Contractor shall provide all DFA information maintained by Contractor in a time frame specified by the DFA.

3. Consideration

The DFA agrees to compensate Contractor for services approved by the DFA and performed by Contractor under the terms of this Contract as follows:

- The fees listed in Exhibit A Pricing shall constitute the entire compensation due to Contractor for services and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The total contract value shall not exceed \$227,848.01. The DFA shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by Contractor to the DFA shall be made only after said services have been duly performed and properly invoiced. The fees listed in Exhibit A – Pricing of this contract are firm for the duration of this contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- 2. Contractor must submit all invoices, in a form acceptable to the DFA (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor. No additional compensation will be provided by the DFA for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the DFA.
- 3. The payment of an invoice by the DFA shall not prejudice the DFA's right to object or question any invoice or matter in relation thereto. Such payment by the DFA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the DFA, on the basis of audits, not to constitute allowable costs.

4. Availability of Funds

It is expressly understood and agreed that the obligation of the DFA to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

6. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. Recovery of Money

Whenever, under the Contract, any sum of money shall be recoverable from or payable by Contractor to the DFA, the same amount may be deducted from any sum due to Contractor under the Contract or under any other Contract between Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of Contractor.

8. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

9. Compliance with Laws

Contractor understands that DFA is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and Contractor agrees during the term of this Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

11. Site Rules and Regulations

Contractor shall use its best efforts to ensure that its employees and agents, while on DFA premises, shall comply with site rules and regulations.

12. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

13. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that DFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to DFA pursuant to the contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. DFA shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Disclosure of Confidential Information

In the event that either party to this Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this contract.

15. Transparency

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Contractor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

16. Contractor Personnel

The DFA shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the DFA reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

17. Independent Contractor

Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the DFA. Nothing contained herein shall be deemed or construed by DFA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. DFA shall not withhold from the Contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DFA for its employees.

18. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject Contractor to the following: (i) termination of this Contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (ii) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (iii) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

20. License Requirements

Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

21. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by Contractor is considered by DFA to create a condition that threatens the health, safety, or welfare of the citizens

and/or employees of the State of Mississippi, Contractor shall, on being notified by DFA, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, DFA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

22. Debarment and Suspension

Contractor certifies to the best of its knowledge and belief, that it: (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi; (ii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; (iii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and, (v) Has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

23. Modification or Renegotiation

This Contract may be modified only by written amendment signed by the parties hereto. The parties agree to renegotiate the Contract if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Contract necessary.

24. Procurement Regulations

This Contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <u>http://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-efficetive-01182020.pdf</u>.

25. Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

26. Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

27. Termination upon Bankruptcy

This Contract may be terminated in whole or in part by DFA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total Contract price.

28. Termination for Convenience

- A. <u>Termination</u>. The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.
- B. <u>Contractor's Obligations</u>. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29. Termination for Default

- A. <u>Default</u>. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. <u>Contractor's Duties</u>. Notwithstanding termination of the Contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- C. <u>Compensation</u>. Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to

make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience. (As used in this paragraph of this clause, the term "subcontractor" means a subcontractor at any tier).

- E. <u>Erroneous Termination for Default</u>. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.
- F. <u>Additional Rights and Remedies</u>. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

30. Stop Work Order

- A. Order to stop work. The Chief Procurement Officer, may by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either (i) cancel the stop work order; or (ii) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
- B. <u>Cancellation or Expiration of the Order</u>. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if: (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and, (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- C. <u>Termination of Stopped Work</u>. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. <u>Adjustment of Price</u>. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

31. Price Adjustment

- A. <u>Price Adjustment Methods</u>. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - a. by agreement on a fixed price adjustment before commencement of the additional performance;
 - b. by unit prices specified in the contract;
 - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - d. by a price escalation clause.
- B. <u>Submission of Cost or Pricing Data.</u> Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

32. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by the DFA and agreed to by the Contractor.

33. Ownership of Documents and Work Papers

The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Contract which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DFA upon termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DFA and subject to any copyright protections.

34. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

35. Third-Party Action Notification

Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

36. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the State's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such

claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

37. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

38. Change in Scope of Work

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the DFA and the Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the Contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

39. Disputes

Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DFA who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

40. Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

41. Failure to Enforce

Failure by the DFA at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.

42. Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor

for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

43. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by DFA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by DFA, whichever event occurs first. These records shall be made available for inspection during regular business hours and with reasonable advance notice during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

44. Right to Inspect Facility

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

45. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

46. Licenses

Mississippi law regulates the professional licensures to perform some of the tasks that will be necessary to perform the work of this contract. Specifically, the following licenses are required: Horticultural Pest Control License, Horticultural Weed Control License, and Landscape Horticulturalist License. Individuals with Contractor's company holding the licenses are required and represent that such licenses shall be maintained throughout the contract term. Except for the Landscape Horticulturalist License which must be held by the Contractor, the license holder may be a proposed sub-contractor but this must be indicated by the Contractor and approved by DFA.

47. Insurance

The Contractor shall maintain, at its own expense, the following insurance:

- 1. Comprehensive general liability insurance to protect the property, goods and material of the DFA while in the company's possession. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 2. Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 3. Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of Two Hundred Fifty Thousand dollars (\$250,000) with the State of

Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

4. Workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law.

48. Notices

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth in this section. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

If to DFA:	Attention: Saranne Smith Department of Finance and Administration Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39205-0267
If to the Contractor:	Attention: Kirk Coulton Rotolo Consultants, Inc. 2500 North State Street Jackson, MS 39216

49. **Priority**

The contract consists of this agreement including Exhibit A, *Pricing*, the bid submitted by Contractor dated December 7, 2021 (hereinafter "*Bid*" and attached as Exhibit B), and the Invitation for Bids (RFx# 3160004648) (hereinafter "*IFB*" and attached as Exhibit C). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Exhibits A, B, or C shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

In witness whereof, the parties hereto have caused this Contract to be executed by their duly authorized representatives as follows:

Contractor

Department of Finance and Administration

By: _____

By: _____

EXHIBIT A PRICING

	Lawn and Landscaping Pricing								
The New Capitol400 High Street									
The Governor's Mansion					300 East Capitol Street				
	Year 1	Year 2	Yea	r 3	3 Year Total	Year 4*	Year 5*		
Annual Cost	\$73,715.75	\$75,927.22	\$78,20	5.04	\$227,848.01	\$80,551.19	\$82,967.73		

EXHIBIT B

THE CONTRACTOR'S RESPONSE TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S INVITATION FOR BIDS FOR LAWN AND LANDSCAPE SERVICES DATED DECEMBER 7, 2021

Appendix A - Bid Cover Sheet

The Office of Procurement and Contracts is currently accepting bids for Lawn and Landscaping Services. Bids are to be submitted as directed in Section 1.2, *Bid Submission Requirements*, of this IFB, on or before December 7, 2021 by 2:00 PM CST.

Name of Company	Rotolo Consultants, Inc.
Company Representative	Keith Rotolo
Company Representative Title	President/CEO
Mailing Address	38001 Brownsvillage Rd.
Mailing City, State, Zip	Slidell, LA 70460
Telephone:	985-643-2427
E-Mail Address:	tladner@rotoloconsultants.com

Please identify the Office/Branch which will provide services for the Department of Finance and Administration if different from above:

Office Contact Person	Kirk Coulton
Office Contact Person Telephone Number	601-842-7130
Office Contact Person Email Address	kcoulton@rotoloconsultants.com
Physical Address	2500 North State St.
City, State, Zip	Jackson, MS 39216
Mailing Address	PO Box 711
City, State, Zip	Betonia, MS 39040

Are you currently registered as a Supplier in MAGIC? X YES NO

If known, what is your supplier number? VND002493401

Are you currently registered with PayMode? X YES NO

In addition to providing the above contact information, please answer the following questions regarding your company:

- What year was your company established? 1978
- How many years and/or months has your company been in the business of performing the services procured by this IFB? ____43 years _____
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

No			

• How many accounts of comparable type and/or size of operation has your company provided these services for in the past five (5) years?

RCI has over 500+ clients and has provided services for over 1,000+ properties in the past 5 years.

• Has your company ever been involved in a lawsuit involving any area covered by the IFB? If yes, provide details including dates and outcomes.

No

• Bidder represents that it has all required licenses and will maintain such throughout the contract term. Such licenses include, but are not necessarily limited to the following: (Please include a copy of license(s) or permit(s) with bid submission.)

Type of License	Name of Licensee	Company	Certificate
			Expiration
Horticultural Pest Control	MS Dept. of Agriculture		
Licensee	and Commerce Bureau of	Rotolo Consultants, Inc.	04/30/2022
	Plant Industry		
Horticultural Weed	MS Dept. of Agriculture		
Control	and Commerce Bureau of	Rotolo Consultants, Inc.	04/30/2022
	Plant Industry		
Landscape Horticulturalist	MS Dept. of Agriculture	Rotolo Consultants, Inc.	04/30/2022
	and Commerce Bureau of		01/00/2022
	Plant Industry		

Plant Industry

Signature:

Date: 12-07-2021

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE BUREAU OF PLANT INDUSTRY LICENSE/PERMIT CERTIFICATE

.

EXPIRES ON: 04/30/2022 ID NO. 31598 ISSUED: 04/03/2018 LICENSE/PERMIT CATEGORY: HCPL.ROWL.HCWL.LSL.

MR. KIRK COULTON ROTOLO CONSULTANTS, INC. (RCI) 1106 HWY 49 NORTH FLORA, MS 39071

INDIVIDUAL MAY PERFORM SERVICES IN: HCP.ROW.HCW.LS. COMPANY LOCATION NO. 154302

Michael Ledlow, Director

Hall.

M. achu

Category Codes

License (L) / Permit (P)

WDI - Wood Destroying Insect Control
UP - Control Of Pest Of Utility Poles
GRC - General Pest and Rodent Control
HCP - Horticultural Pest Control
ORP - Orchard Pest Control
DAP - Domestic Animal Pest Control
FUM - Fumigation Pest Control
AGP - Agricultural Pest Control
AGW - Agricultural Weed Control
AQW - Aquatic Weed Control
ROW - Right-Of-Way Weed Control
HCW - Horticultural Weed Control
LH - Landscape Horticulturist
TS - Tree Surgery
MBF - Mosquito and Biting Fly
Restricted Use pesticide Purchase & Use
Authorized (Not included for LH & TS
category codes)

Void Upon Termination of Employment Return card to Former Employer

PROFESSIONAL SERVICES LICENSE STATE OF MISSISSIPPI

DEPARTMENT OF AGRICULTURE AND COMMERCE BUREAU OF PLANT INDUSTRY MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. 31598

Company Location No. 154302

Date Issued - April 03, 2018

KIRK COULTON 1106 HWY 49 NORTH FLORA, MS 39071

The above named individual has complied with the provisions of § 69-19-1 – 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for ROTOLO CONSULTANTS, INC. (RCI) in the license categories HCPL, ROWL, HCWL, LSL.



EXPIRES: April 30, 2022

Michael Ledlow, Director



Appendix B - Bid Form

Company Name: Rotolo Consultants, Inc.

Bid shall	<u>BID</u> Bid shall include the provision of services at the New Capitol Building and Governor's Mansion.									
Year 1 Year 2			Year 3	3 Year Total	Year 4*	Year 5*				
Annual Cost	\$ 73,715.75	\$ 75,927.22	\$78,205.04	\$227,848.01	\$80,551.19	\$82,967.73				

*Optional renewal years

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

- 1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
- 2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
- 3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix F);
- 4. That the Bidder has read the attached Draft Contract (Appendix F) and agrees to sign a similar contract;
- 5. That the Bidder has read the required clauses indicated by the blue, italic font in the attached Draft Contract (Appendix F) and agrees to sign a contract containing those clauses without modification;
- 6. That the Bidder will perform the services required at the prices quoted above;
- 7. That the Bidder has submitted copies of the required licenses as referenced on Appendix A, Bid Cover sheet;
- 8. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
- 9. That the pricing submitted will remain firm for the contract term; and,
- 10. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- 11. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- 12. <u>NON-DEBARMENT</u> By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

- 13. <u>INDEPENDENT PRICE DETERMINATION</u> The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
- 14. <u>PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES</u> The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 15. <u>REPRESENTATION REGARDING CONTINGENT FEES</u> The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
- 16. <u>REPRESENTATION REGARDING GRATUITIES</u> The Bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.
- 17. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
- 18. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

	/	
Signature:	KIZ	

Date: 12-07-2021

ACORD	
ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
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40	(S Insurance 41 Essen Lane, Suite 400				PHONE (A/C, No	, Ext): 225-33	6-3200	FAX (A/C, No):	225-336	6-4536
Ba	ton Rouge LA 70809				EMAIL		udreaux@bx		*	
						INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
					INSURE	RA: Gray Ins	urance Comp	pany		36307
	JRED Itolo Consultants, Inc.			ROTOCON-01	INSURE	кв: Hallmark	Specialty In	surance Company		26808
38	001 Brownsvillage Road				INSURE	R c : Starr Ind	lemnity & Lial	bility Company		38318
Sli	dell LA 70460				INSURE	RD: Great Ar	merican E&S	Ins. Co.		37532
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	X CG 00 01 04 13							MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$1,000.	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$3,000,	
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 3,000,	
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY			XSAL075423		6/30/2019	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,	000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
A B	UMBRELLA LIAB X OCCUR			GXS100063 77HX2197D0		7/1/2021 7/1/2021	7/1/2022 7/1/2022	EACH OCCURRENCE	\$ 5,000,	000
	X EXCESS LIAB CLAIMS-MADE			1111213100		// 1/2021	//1/2022	AGGREGATE	\$ 5,000,	000
	DED RETENTION \$ NONE								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			XSWC071151		6/30/2019	7/1/2022	X PER OTH- STATUTE ER	LOUIS	IANA
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 1,000,	000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
~	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,	
CD	Leased/Rented Equipment Cont&Site Pollution/Professional			ITH100065102221 PCME56604801		7/1/2021 7/1/2021	7/1/2022 7/1/2022	500,000 Per Item 2,000,000 Per Occ		0 Maximum 000 Agg
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101. Additional Remarks Schedule	e may be	attached If more		ad)		
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UE	RTIFICATE HOLDER			·.	CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
	Ĭ				L	IZED REPRESEN	el l	hopper		
						© 198	88-2015 ACC	ORD CORPORATION.	All right	s reserved.

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AGENCY CUSTOMER ID: ROTOCON-01

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1 AGENCY NAMED INSURED **BXS** Insurance Rotolo Consultants, Inc. 38001 Brownsvillage Road POLICY NUMBER Slidell LA 70460 CARRIER NAIC CODE EFFECTIVE DATE: ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE 25 FORM NUMBER: SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above. Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement. LEASED/RENTED EQUIPMENT COVERAGE: Limit: \$500,000 per item/\$500,000 per occurrence - \$5,000 Deductible Certificate Holder shown is loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item. WORKERS COMPENSATION COVERAGE FOR OTHER STATES: **FLORIDA** Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract Policy No: GWC100068 Carrier: The Gray Insurance Company Policy Dates: 7/1/2021-7/1/2022 E.L. EACH ACCIDENT - \$1,000,000 E.L. DISEASE - EA EMPLOYEE - \$1,000,000 E.L. DISEASE - POLICY LIMIT - \$1,000,000 ARKANSAS Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract Policy No: GWC100070 Carrier: The Gray Insurance Company Policy Dates: 7/1/2021-7/1/2022 E.L. EACH ACCIDENT - \$1,000,000 E.L. DISEASE - EA EMPLOYEE - \$1,000,000 E.L. DISEASE - POLICY LIMIT - \$1,000,000 ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, TENNESSEE, TEXAS Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract Policy No: GWC071151 Carrier: The Gray Insurance Company Policy Dates: 7/1/2021-7/1/2022 E.L. EACH ACCIDENT - \$1,000,000 E.L. DISEASE - EA EMPLOYEE - \$1,000,000 E.L. DISEASE - POLICY LIMIT - \$1,000,000 Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

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Appendix C – References

Company Name: <u>Rotolo Consultants</u>, Inc.

Client Name	City of Clidell
	City of Slidell
Contact Name and Title	Mike Noto - Deputy CAO
Contact Telephone Number	985-646-4330
Email Address	mnoto@cityofslidell.org
Services Provided/Acreage	For over a decade RCI has been providing a variety of maintenance services for the City of Slidell. These services range from right-of-way mowing to clearing of drainage canals.
Dates of Service	2011-Current
Client Name	City of Mandeville
Contact Name and Title	Catherine Casanova - Landscape & Urban Forestry Inspector
Contact Telephone Number	985-624-3103
Email Address	ccasanova@cityofmandeville.com
Services Provided/Acreage	RCI has been maintaining the landscape for multiple city offices for the last six years. The scope of work includes all mowing operations, fertilizations, weed control, pruning and mulching. A few of the buildings include the Mayor's office, police station and the Trailhead.
Dates of Service	2015-Current
Client Name	City of Memphis
Contact Name and Title	Robert Knecht - Director of Public Works
Contact Telephone Number	901-636-6762
Email Address	pubworks@memphistn.gov
Services Provided/Acreage	RCI maintains right-of ways, medians, embankments and alleyways in over 400 separate locations throughout the city.
Dates of Service	2015-Current

Additional references may be provided on a separate page.

Amendment Number One Lawn and Landscaping Services RFx#: 3160004648

The Office of Procurement and Contracts, through this Amendment Number One, modifies RFx #: 3160004648, Lawn and Landscaping Services Invitation for Bids issued on October 29, 2021. The following Sections of the IFB are hereby modified:

October 29, 2021	Invitation for Bids released
November 9, 2021	Governor's Mansion Site Visit
November 16, 2021	Deadline to submit questions
November 23, 2021	Responses to questions to be posted
December 7, 2021	Bids submission deadline by 2:00 PM CST
December 7, 2021	Bid Opening at 2:15 PM CST
January 10, 2022	Notice of Intent to Award published
April 1, 2022	Contract effective date

1.	Section 1.4,	Important Dates .	is deleted	and replaced	with the following:
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NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of *Procurement and Contracts.*

1.4.1 Site Visits

The site visit shall begin at approximately 11:30 a.m. (CST) and end at 12:00 p.m. (CST) Any vendor wishing to participate in the site visit shall complete the attached Vendor Information form. The completed Vendor Information form <u>must</u> be emailed to <u>procurement@dfa.ms.gov</u> by 11:00 a.m. (CST), Monday November 8, 2021. <u>Failure to</u> <u>submit the form by the date and time required will result in the vendor not being able to</u> <u>participate in the site visit.</u>

The name(s) submitted on the Vendor Information Form shall be the only individual(s) allowed access to the mansion grounds. Any name(s) not submitted <u>will not</u> be allowed access. No exceptions to this requirement will be granted. Vendors are allowed to submit multiple names in case of conflict.

Questions will not be taken or answered during the site visit. All questions shall be submitted in writing on the Q&A template in accordance with Section 1.5, Questions and Answers of this IFB.

Vendor Information

Vendor Name:

Name:	License State and Number
-	

As stated in Section 1.6, Acknowledgment of Amendments of the Invitation for Bids: "Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission".

Company:	Rotolo Consultants, Inc.
By:	$-\mu$
Printed:	Keith Rotolo
Title:	President/CEO

Receipt of Amendment Number 1 Acknowledged:

Lawn and Landscaping Services IFB - Amendment Number 1

Solicitation #: RFX#3160004648

Date: 11/23/2021

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Amendment 2 Question and Answer Document

			DFA Response
	How many visits should the contractor l growing season? A set amount of visits comparable bid between contractors.	bid for the non- will ensure a	Please refer to Section 3.1 Item 5 and Section 3.2 Item 1 of the IFB as well as Section 3.3.
	At what depth should pine straw mulch	be installed at?	Please see Section 5.3.1 of Appendix D, Old Capitol Green Landscape Management Plan.
	Is the contractor responsible for provid		Yes, the contractor is responsible for providing mulch.
3 After the first initial bed prep for annuals, is required to continue to use fertilization and f throughout the year?	Will rye grass over-seeding be perform each location?	ed every year at	No, rye grass overseeding will not be performed.
	After the first initial bed prep for annua required to continue to use fertilization throughout the year?	ls, is the contractor and fungicide	Contractor shall only use fertilization and fungicide during the initial installation.
	Is the contractor to replace dead annuals at their cost, or will DFA provide replacement flowers?	at their cost, or	No, DFA will replace, at agency cost, any dead annuals. Replacement annuals will be installed by the Contractor.

RFX#3160004648 Solicitation #:

Date:

11/23/2021

				1. There is no irrigation monitoring required at the Governor's Mansion.
		10-11	Is irrigation monitoring required?	2. Currently, an irrigation system is being installed on the grounds of the New Capitol. As stated in Section 3 of the IFB, if at any time during the term of the contract, irrigation system(s) are, by separate contract, installed at any of the properties identified within the IFB, DFA reserves the right to negotiate pricing for any necessary task related to irrigation of said properties.
×	m	10-11	If irrigation monitoring is required, could you please provide a zone count for each location?	Please see the response to question $\#7$.
6	ņ	10-11	Are pre and post emergent applications for the bed areas only, or should the contractor include turf pre and post applications?	Pre and Post emergent applications will be utilized at all sidewalks, hardscape and paved areas as stated in Section 3.1.1 and for flower beds as stated in 3.2.5. Pre and Post emergent should not be utilized for any turf.
10	<u></u>	10-11	Are fertilization application required for all bed and turf areas, or just for the annual areas?	Please see response to Question #9.

Page 2 of 4

RFX#3160004648 Solicitation #:

Date:

11/23/2021

Question #	Section #	Page #	Question	DFA
11		10-11	If fertilization applications are required, how many applications should the contract bid?	Contractor shall only use fertilization and fungicide during each seasonal installation of annual plantings.
12	3.4	12	Are there security check points for entering the Governor's Mansion/Capitol? How long will it take for a crew to be cleared to enter the grounds upon each visit?	 Yes, there are security check points for the Governor's Mansion. There are no security check points at the New Capitol. Please refer to section 3.4 of the IFB. Background checks should be cleared before work begins on the property. This should prevent any delays to entering the grounds.
13	3.4	12	Will employees be issued badges that must be displayed at the Governor's Mansion and Capitol?	Yes, once contractor staff clears a background check (see section 3.4). Approved staff will be given a visitor badge and vehicle marker upon each arrival at the Mansion. Only approved staff who have cleared background checks will be allowed on Mansion and Capitol grounds.
14	3.1 &3.2	10	Are restroom facilities available at either site?	No, restrooms are not available.
15	3.2	11	Where is the approved area to park vehicles while maintaining the Governor's Mansion/Capitol?	Approved staff will be allowed to park on the Governor's Mansion grounds upon arrival. Approved staff working at the New Capitol are asked to park on the south side of the grounds on Mississippi Street.

Page 3 of 4

Solicitation #: RFX#3160004648

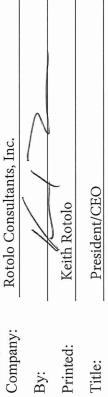
Date: 11/

11/23/2021

Question #	Section #	Page #	Question	DFA Response
16	3.1 and 3.2	10-11	Is the State or the Contractor responsible for providing the mulch material (pine straw)?	The contractor is responsible for providing mulch material and pine straw.
17	2	6	Would DFA consider lowering the years in business from five years to four? If not, would DFA consider the experience of the project manager as commensurate experience?	No, the minimum qualifications will remain as stated in the IFB.

Per Section 1.6, Acknowledgment of Amendments, Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission.

Receipt of Amendment Number 2 Acknowledged:



Page 4 of 4

EXHIBIT C

THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S INVITATION FOR BIDS FOR LAWN AND LANDSCAPING SERVICES DATED OCTOBER 29, 2021

Amendment Number One Lawn and Landscaping Services RFx#: 3160004648

The Office of Procurement and Contracts, through this Amendment Number One, modifies RFx #: 3160004648, Lawn and Landscaping Services Invitation for Bids issued on October 29, 2021. The following Sections of the IFB are hereby modified:

1.	Section 1.4, <u>Important</u>	Dates, is deleted and replaced with	the following:
----	-------------------------------	-------------------------------------	----------------

October 29, 2021	Invitation for Bids released
November 9, 2021	Governor's Mansion Site Visit
November 16, 2021	Deadline to submit questions
November 23, 2021	Responses to questions to be posted
December 7, 2021	Bids submission deadline by 2:00 PM CST
December 7, 2021	Bid Opening at 2:15 PM CST
January 10, 2022	Notice of Intent to Award published
April 1, 2022	Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of *Procurement and Contracts.*

1.4.1 Site Visits

The site visit shall begin at approximately 11:30 a.m. (CST) and end at 12:00 p.m. (CST) Any vendor wishing to participate in the site visit shall complete the attached Vendor Information form. The completed Vendor Information form <u>must</u> be emailed to procurement@dfa.ms.gov by 11:00 a.m. (CST), Monday November 8, 2021. Failure to submit the form by the date and time required will result in the vendor not being able to participate in the site visit.

The name(s) submitted on the Vendor Information Form shall be the only individual(s) allowed access to the mansion grounds. Any name(s) not submitted <u>will not</u> be allowed access. No exceptions to this requirement will be granted. Vendors are allowed to submit multiple names in case of conflict.

Questions will not be taken or answered during the site visit. All questions shall be submitted in writing on the Q&A template in accordance with Section 1.5, Questions and Answers of this IFB.

As stated in Section 1.6, Acknowledgment of Amendments of the Invitation for Bids: "Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission".

Receipt of Amendment Number 1 Acknowledged:

Company:	 	
By:		
5		
Printed:		
T Tinted.	 	
Title:		
The:		

Vendor Information

Vendor Name: _____

Name:	License State and Number

Date: _____11/23/2021_

Amendment 2 Question and Answer Document

Question #	Section #	Page #	Question	DFA Response
1	3	10-11	How many visits should the contractor bid for the non- growing season? A set amount of visits will ensure a comparable bid between contractors.	Please refer to Section 3.1 Item 5 and Section 3.2 Item 1 of the IFB as well as Section 3.3.
2	3	10-11	At what depth should pine straw mulch be installed at?	Please see Section 5.3.1 of Appendix D, Old Capitol Green Landscape Management Plan.
3	3	10-11	Is the contractor responsible for providing the mulch?	Yes, the contractor is responsible for providing mulch.
4	3	10-11	Will rye grass over-seeding be performed every year at each location?	No, rye grass overseeding will not be performed.
5	3	11	After the first initial bed prep for annuals, is the contractor required to continue to use fertilization and fungicide throughout the year?	Contractor shall only use fertilization and fungicide during the initial installation.
6	3	11	Is the contractor to replace dead annuals at their cost, or will DFA provide replacement flowers?	No, DFA will replace, at agency cost, any dead annuals. Replacement annuals will be installed by the Contractor.

Date: _____11/23/2021_

7	3	10-11	Is irrigation monitoring required?	 There is no irrigation monitoring required at the Governor's Mansion. Currently, an irrigation system is being installed on the grounds of the New Capitol. As stated in Section 3 of the IFB, if at any time during the term of the contract, irrigation system(s) are, by separate contract, installed at any of the properties identified within the IFB, DFA reserves the right to negotiate pricing for any necessary task related to irrigation of said properties.
8	3	10-11	If irrigation monitoring is required, could you please provide a zone count for each location?	Please see the response to question #7.
9	3	10-11	Are pre and post emergent applications for the bed areas only, or should the contractor include turf pre and post applications?	Pre and Post emergent applications will be utilized at all sidewalks, hardscape and paved areas as stated in Section 3.1.1 and for flower beds as stated in 3.2.5. Pre and Post emergent should not be utilized for any turf.
10	3	10-11	Are fertilization application required for all bed and turf areas, or just for the annual areas?	Please see response to Question #9.

Solicitation #: _____RFX#3160004648

Date:

11/23/2021

Question #	Section #	Page #	Question	DFA Response
11	3	10-11	If fertilization applications are required, how many applications should the contract bid?	Contractor shall only use fertilization and fungicide during each seasonal installation of annual plantings.
12	3.4	12	Are there security check points for entering the Governor's Mansion/Capitol? How long will it take for a crew to be cleared to enter the grounds upon each visit?	 Yes, there are security check points for the Governor's Mansion. There are no security check points at the New Capitol. Please refer to section 3.4 of the IFB. Background checks should be cleared before work begins on the property. This should prevent any delays to entering the grounds.
13	3.4	12	Will employees be issued badges that must be displayed at the Governor's Mansion and Capitol?	Yes, once contractor staff clears a background check (see section 3.4). Approved staff will be given a visitor badge and vehicle marker upon each arrival at the Mansion. Only approved staff who have cleared background checks will be allowed on Mansion and Capitol grounds.
14	3.1 & 3.2	10	Are restroom facilities available at either site?	No, restrooms are not available.
15	3.2	11	Where is the approved area to park vehicles while maintaining the Governor's Mansion/Capitol?	Approved staff will be allowed to park on the Governor's Mansion grounds upon arrival. Approved staff working at the New Capitol are asked to park on the south side of the grounds on Mississippi Street.

Solicitation #: _____RFX#3160004648

Date: ______11/23/2021_

Question #	Section #	Page #	Question	DFA Response
16	3.1 and 3.2	10-11	Is the State or the Contractor responsible for providing the mulch material (pine straw)?	The contractor is responsible for providing mulch material and pine straw.
17	2	9	Would DFA consider lowering the years in business from five years to four? If not, would DFA consider the experience of the project manager as commensurate experience?	No, the minimum qualifications will remain as stated in the IFB.

Per Section 1.6, Acknowledgment of Amendments, Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission.

Receipt of Amendment Number 2 Acknowledged:

Company: ______
By: _____

Printed:

Title: _____

Mississippi Department of Finance and Administration

OFFICE OF PROCUREMENT AND CONTRACTS

INVITATION FOR BIDS LAWN AND LANDSCAPING SERVICES NEW CAPITOL & GOVERNOR'S MANSION RFx # 3160004648 OCTOBER 29, 2021

Contact information for this Invitation for Bids:

Lawn and Landscaping IFB c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Finance and Administration (DFA) Office of Procurement and Contracts issues this Invitation for Bids (IFB) to solicit offers from responsible vendors to establish a firm-fixed price contract for Lawn and Landscaping Services for properties owned and operated by the State of Mississippi: the New Capitol and surrounding area and the Governor's Mansion.

These services are to be provided for the Office of Capitol Facilities within DFA. DFA requests bids from experienced, responsible and financially sound organizations that have the capability and qualifications to provide the services as detailed in Section 3, **Scope of Services**, of this IFB.

The awarded contract will be for three (3) years with two (2) optional renewal years to be exercised at the discretion of DFA. The effective date of this contract will be April 1, 2022. This IFB and any resulting contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations (OPSCR)*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at http://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-efficetive-01182020.pdf. A draft copy of the contract has been included as Appendix F for your review.

A copy of this IFB, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted to the Office of Procurement and Contracts page on the DFA website at <u>https://www.dfa.ms.gov/bid-rfp-notices/</u>. It is the responsibility of all interested vendors to monitor the website for updates regarding this procurement.

1.2 Bid Submission Requirements

The original and one (1) copy of the Bid, two (2) copies total, shall be submitted in three-ring binders with section components of the IFB clearly tabbed as follows:

- 1. Appendix A Bid Cover Sheet with copy of all required license(s) or permit(s);
- 2. Appendix B Bid Form with Attachment for Section 2, Minimum Qualifications;
- 3. Appendix C References; and,
- 4. Signed Acknowledgment of Amendments (if any).

If submitting via MAGIC, these documents are required in electronic format.

The Bidder shall also submit one (1) copy of the bid on CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

If the Bid contains confidential information, a redacted copy of the Bid shall be submitted. If a redacted copy is not submitted, DFA shall consider the entire Bid to be public record. Any redacted copies should be submitted on a CD or USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat

(PDF) format. The CD or USB drive shall be clearly labeled "REDACTED COPY". The redacted copy should also identify which section or information has been redacted and the Bidder shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DFA, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DFA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DFA may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The IFB issued by DFA is the official version and will supersede any conflicting IFB language subsequently submitted in bids.

All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of DFA and will not be returned to the Bidder.

Failure to provide all requested information and in the required format may result in disqualification of the bid. DFA has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and/or in the proper location according to the instructions herein.

Bids may be submitted in a paper format or electronically via the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to RFxs electronically, and receive purchase orders by email. In order to register, please go to the following website: <u>http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/</u>.

Electronic bids submitted through MAGIC shall follow the same format as specified within this section.

Bids must be submitted <u>in writing</u> using the attached forms to the following address:

Lawn and Landscaping Services IFB New Capitol & Governor's Mansion c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201

To prevent opening by unauthorized individuals, the bid, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed bids **shall be labeled:**

BID – DO NOT OPEN RFx #3160004648 Bid Opening: December 7, 2021 2:15 PM CST

Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid.

The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile bid shall not be accepted. Each bid should be signed in ink by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by DFA after the time set for receipt or any location other than that set forth above shall be considered late and shall not be considered for award.

1.2.1 <u>Bid Submission Period</u>

<u>Sealed bids shall be submitted to DFA's Office of Procurement and Contracts no later than 2:00 PM</u> <u>Central Standard Time (CST), December 7, 2021.</u> Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and returned to the Bidder unopened and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection.

It is suggested that if a bid is mailed to DFA, it should be posted in certified mail with a return receipt requested. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt shall not be considered unless it is the only bid received, or it is received before award is made and was sent by registered mail no later than the fifth (5th) calendar day before the date specified for receipt of bids. If determined by DFA that the late receipt was due solely to mishandling by DFA after receipt at the specified address, the bid may be considered for award.

The only acceptable evidence to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. DFA will not be responsible for mail delays or lost mail.

1.3 Public Opening

The Office of Procurement & Contracts shall hold a public opening of sealed bids at 2:15 PM CST, Tuesday, December 7, 2021. The bids shall be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Participation information regarding the bid opening shall be released to all responding Bidders.

1.4 Important Dates

October 29, 2021	Invitation for Bids released
November 16, 2021	Deadline to submit questions
November 23, 2021	Responses to questions to be posted
December 7, 2021	Bids submission deadline by 2:00 PM CST
December 7, 2021	Bid Opening at 2:15 PM CST
January 10, 2022	Notice of Intent to Award published
April 1, 2022	Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of Procurement and Contracts.

1.5 Questions and Answers

Bidders should download the "Question and Answer" template from the DFA website at <u>http://www.dfa.ms.gov/dfa-offices/procurement-contracts/</u>. Questions must be submitted on the referenced template and should be submitted via email to <u>procurement@dfa.ms.gov</u> with a subject line: "Questions – Lawn and Landscaping Services (RFX #3160004648)". Questions must be received no later than **2:00 PM CST, on November 16, 2021**, to ensure a response by DFA. Responses to questions will be posted to the Office of Procurement and Contracts page on the DFA website at <u>https://www.dfa.ms.gov/bid-rfp-notices/</u>as an amendment to the IFB on November 23, 2021. Questions received after November 23, 2021, may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Bidder's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this IFB.

1.6 Acknowledgment of Amendments

DFA reserves the right to amend this IFB at any time. Should an amendment to the IFB be issued, it will be posted to the Office of Procurement and Contracts page on the DFA website at <u>https://www.dfa.ms.gov/bid-rfp-notices/.</u> Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission. Please monitor the website for amendments to the IFB. DFA responses to questions will be treated as amendments to the IFB and will require acknowledgment.

1.7 Cost of Bid Preparation

All costs incurred by the Bidder in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with DFA regarding its bid shall be borne exclusively at the Bidder's expense.

1.8 Right to Reject, Cancel and/or Issue Another IFB

DFA specifically reserves the right to reject any or all bids received in response to this IFB, cancel the IFB in its entirety, or issue another IFB.

1.9 Registration with Mississippi Secretary of State

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

1.10 Debarment

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.11 Right to Consider Historical Information

DFA reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.12 Documentation of Award

Upon the determination of the lowest cost bid, a written Notice of Intent to Award will be issued. The notice of intended contract award shall be made by e-mail with reply confirmation to the winning Bidder. Unsuccessful Bidders shall be notified in the same manner after the award has been accepted or declined. The Notice of Intent to Award will also be posted to the DFA website and the Mississippi Contract/Procurement Opportunity Search Portal.

1.13 State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by DFA to facilitate rapid approval and a start date consistent with the proposed schedule.

SECTION 2. <u>MINIMUM QUALIFICATIONS</u>

The following minimum qualifications are mandatory. If, in the opinion of the Office of Procurement and Contracts, the Bidder fails to prove that bidding company meets any of these minimum qualifications, the bid will be disqualified from further consideration. Please provide a detailed justification for each of the following as an attachment to Appendix B, **Bid Form**.

- Bidder shall document a minimum of five (5) years of successful previous experience providing similar services at one or more properties of comparable size. Include contact reference(s) including acreage of property maintained for validation of such experience on References Form (Appendix C). All information received from those clients, if contacted, must verify that a high level of satisfaction was provided in that service trade.
- 2. Mississippi law regulates the professional licensures to perform some of the tasks that will be necessary to perform the work of this contract. Specifically, the following licenses are required: Horticultural Pest Control License, Horticultural Weed Control License, and Landscape Horticulturalist License. Bidder shall document on the Bid Cover Sheet (Appendix A) individuals with Bidder's company holding the licenses required and represent that such licenses shall be maintained throughout the contract term. Except for the Landscape Horticulturalist License which must be held by the Bidder, the license holder may be a proposed sub-contractor but this must be indicated on the Bid Cover Sheet (Appendix A) and additional References (Appendix C) shall be provided for any proposed sub-contractor for Bidder to be considered responsive.
- 3. The Bidder shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the Office while in the company's possession. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 4. The Bidder shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 5. The Bidder shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of Two Hundred Fifty Thousand dollars (\$250,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 6. The Bidder shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.
- 7. The Bidder shall be in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi.
- 8. The Bidder shall receive a passing evaluation from the References contacted.

SECTION 3. <u>SCOPE OF SERVICES</u>

The work shall consist of lawn and landscaping services at the following properties:

- 1. The New Capitol and surrounding area; and,
- 2. The Governor's Mansion.

All work performed under the resulting contract, shall be provided on a scheduled basis, by experienced and qualified personnel, who shall be supervised at all times while performing required job duties on State property. Contractor's Account Manager shall be available for periodic meetings as requested by DFA.

If, during the term of the contract, irrigation system(s) are, by separate contract, installed at any of the properties identified herein, DFA reserves the right to negotiate pricing for any necessary task related to irrigation of said properties. Such task may including but are not limited to; adjustment of sprinkler heads, adjustment of irrigation schedule, etc.

3.1 The New Capitol – 400 High Street, Jackson MS

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that lies between North West Street to the west, North President Street to the east, High Street to the North and Mississippi Street to the south. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the *Old Capitol Green Landscape Management Plan* (Appendix D) with the following modifications:

- 1. Weed Removal, utilizing physical removal, pre-emergent, or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
- 2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- 3. Pruning of trees as defined in 5.4.1 of the *Landscape Management Plan* (Appendix D) shall be excluded.
- 4. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
- 5. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix D, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.
- 6. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or

otherwise removed from site.

- Mulching of shrubs and shrub beds as referred to in 5.3.1 of the *Landscape Management Plan* (Appendix D) shall be included. Pine straw shall be utilized. Mulching shall be performed once each year at the direction of the DFA.
- 8. The recommendation against the use of post-emergent herbicide referred to in 5.1.2.2 of the Landscape Management Plan (Appendix D) shall not apply. The schedule of pesticide application shall be revised from that indicated in 4.1 to as follows:
 - a. Pre-emergent and post-emergent herbicides shall be applied in February and October.
 - b. Post-emergent herbicides shall be applied in May.
- 9. All schedules indicated in 4.1 of the *Landscape Management Plan* (Appendix D) are subject to modifications by DFA to accommodate prevailing weather conditions.

3.2 The Governor's Mansion – 300 E. Capitol Street, Jackson, MS

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi. It is bound by South West Street to the west, East Amite Street to the north, North Congress Street to the east, and East Capitol Street to the south. All services shall be defined and scheduled as indicated below:

- 1. Grass shall be cut weekly. Weekly cutting should only take place on Thursday or Friday, weather permitting. Only a 36" walk-behind or push mower shall be used on this property.
- 2. Two pine straw applications per calendar year.
- 3. Spot spray cracks, crevices weekly or as needed.
- 4. Leaf removal in the fall, weekly.
- 5. Demo, bed prep and installation of annuals. Bed prep for annual installation shall include tilling, fertilizer, pre-emergent, and fungicide. All bed prep should be included in your submitted bid. Installation will include approximately 2,350 annuals which will be provided by DFA. All bed maintenance shall be coordinated with the Director of Capitol Facilities.
- 6. The maintenance of the east garden at the Governor's Mansion <u>shall not</u> be included within the scope of this IFB or resulting contract.

3.3 Service Hours

Regular working hours shall be as follows:

1. The New Capitol should only be cut on Monday mornings as early as possible, weather permitting. Upon contract award, Vendor must coordinate weekly service times with the Director of Capitol Facilities prior to any services being provided. If services are being provided during a time when functions are being held on the Capitol grounds or in the Capitol building, Vendor may be asked to stop and return at a later date and/or time in coordination with the Director of Capitol Facilities.

- 2. The Governor's Mansion should be cut only on Thursdays and Fridays. Vendor must coordinate weekly service times with the Director of Capitol Facilities one (1) day prior to any services being provided.
- 3. In the event of a conflict of service times and dates between the two (2) properties, the Vendor shall coordinate the service time for each property with the Director of Capitol Facilities.

3.4 Background Checks

Upon contract award, Vendor shall provide to DFA a list of names and driver's licenses numbers for any and all crew members who will provide services at the contract locations. Background checks shall be performed by the Department of Public Safety (DPS) and must be completed prior to any services being performed on the Mansion or New Capitol grounds. Should new members be added to the crew during the contract term, Vendor shall provide immediate notice to DFA, including the necessary information in order for DPS to complete the background checks. **Crew members will not be allowed on the Mansion or New Capitol grounds without a completed background check by DPS**.

SECTION 4. PROCUREMENT METHODOLOGY

4.1 Restrictions on Communications with DFA Staff

The contact person for this IFB is Matthew Nassar. At no time shall any Bidder or its personnel contact, or attempt to contact, any DFA staff regarding this IFB except Matthew Nassar in the Office of Procurement and Contracts. All correspondence should be sent to procurement@dfa.ms.gov.

4.2 Acceptance of Bids

After receipt of the bids, DFA reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected company without negotiation.

All bids properly submitted shall be accepted by DFA. After review DFA may request necessary amendments from all Bidders, reject any or all bids received, or cancel this IFB, according to the best interest of DFA and the State of Mississippi.

DFA also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DFA and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DFA.

Where DFA may waive minor irregularities as determined by DFA, such waiver shall in no way modify the IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements should the Bidder be awarded the contract.

DFA reserves the right to exclude any and all non-responsive bids from any consideration for contract award. DFA shall award an firm fixed contract to the Bidder whose offer is responsive to the solicitation and is most advantageous to DFA and the State of Mississippi in price, quality, and other factors considered.

4.3 Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by DFA shall upon receipt become and remain the property of DFA. DFA shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

4.4 Modification or Withdrawal of a Bid

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to DFA, signed by the Bidder.

A Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. DFA shall not merge, collate, or assemble bid materials.

Unless requested by DFA, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for one hundred eighty (180) calendar days from the bid due date.

4.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. DFA staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

4.6 Alternate Bids

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one (1) bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid may result in the rejection of the Bidder's bid. Submission of more than one (1) bid by a Bidder may, at the discretion of DFA, result in the summary rejection of all bids submitted. A Bidder's bids shall not include variable or multiple pricing options.

4.7 Bid Opening

Bids will be publically opened. Information related to the opening will be released to all responding Bidders. The opening will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

4.8 Corrections and Clarifications

The Office of Procurement and Contracts reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

4.9 Bid Evaluation

As part of the bid evaluation, minor informalities, which are matters of form rather than substance evident from the bid document, or insignificant mistakes, may be waived or corrected by the Bidder at the discretion of the Office of Procurement and Contracts in compliance with Section 3-202.12.4.1 of the *OPSCR Rules and Regulations*. After a determination that respondents meet the Minimum Qualifications, the contract will be awarded to the responsive and responsible Bidder who submitted the lowest bid in the format required.

1. <u>Responsive Bidder</u>

In order to be deemed responsive, Bidder must submit a bid which conforms in all material respects to this IFB as determined by the DFA Office of Procurement and Contracts. The submitted bid must include the **Bid Cover Sheet** (Appendix A), **Bid Form** with supporting documentation(Appendix B) and **References** (Appendix C) along with all required attachments and other documents which conform in all material respects to this IFB, as determined by the DFA Office of Procurement and Contracts.

2. <u>Responsible Bidder</u>

Bidder must have the capability in all respects to fully perform the contract requirements with integrity and reliability which will assure good faith performance, as determined by DFA. Bidder shall also meet the minimum qualifications in order to be deemed responsible. If a Bidder does not meet the minimum qualifications, the bid will be rejected.

4.10 Post-Award Vendor Debriefing

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards).

4.10.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

4.10.2 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

4.10.3 Information to be Provided

At a minimum, the debriefing information shall include the following:

- 1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, bid, or qualifications, if applicable;
- 2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- 3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- 4. A summary of the rationale for award; and,
- 5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

4.10.4 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, bid, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

4.10.5 Summary

An official summary of the debriefing shall be included in the contract file.

4.10.6 Pre-Award Vendor Debriefing

Nothing in these regulations requires or prohibits pre-award vendor debriefing.

4.11 Protest of Solicitation or Awards

- 1. <u>Interested Party</u> means an actual or prospective Bidder or Bidder that may be aggrieved by the solicitation or award of a contract, or by the protest.
- 2. <u>Protestor</u> means any actual or prospective Bidder or Bidder who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
- 3. <u>Special Assistant Attorney General</u> shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

4.11.1 Procedure for Filing Protests

Any actual or prospective Bidder or Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to DFA's Office of Procurement and Contacts with a copy to the Director of OPSCR. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Office of Procurement and Contracts. Protests filed after the seven (7) day period shall not be considered.

The Chief Procurement Officer shall submit a copy of the protest to the OPSCR for review within three (3) business days of receipt of a written protest. OPSCR shall forward a copy of the protest to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with OPSCR within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

4.11.2 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

- 1. The name and address of the protestor;
- 2. Appropriate identification of the procurement and if a contract has been awarded, its number;
- 3. A statement of reasons for the protest; and,
- 4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

4.11.3 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision on a protest shall be made by the Agency Head or PPRB as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, cancellation or revision of the solicitation in accordance with Section 5-204 (REMEDIES PRIOR TO AN AWARD) or cancellation of the contract in accordance with Section 5-205 (REMEDIES AFTER AN AWARD) of the *PPRB OPSCR Rules and Regulations*.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

The Agency Head shall refuse to decide any protest when a matter involved is the subject of a proceeding before the PPRB or has been decided on the merits by the Board. If an action concerning the protest has commenced in court, the Agency Head or PPRB shall not act on the protest. This section shall not apply where the Board or a court requests, expects, or otherwise expresses interest in the decision of the Agency Head or PPRB.

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A

determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

4.11.4 Stay of Solicitation or Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

4.11.5 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

4.11.6 Protest Bond

Protests shall be accompanied by a bond for two hundred and fifty thousand dollars and zero cents (\$250,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level, through the PPRB, or through a court of competent jurisdiction.

DFA shall return a protest bond if (1) the protesting Bidder withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DFA finds that a Bidder's protest has no merit, DFA shall at its own discretion retain all or a percentage of the submitted bond.

SECTION 5. BID COVER SHEET

All requested information shall be completed on Appendix A, **Bid Cover Sheet**. Failure to complete and/or sign the bid cover sheet may result in the Bidder being determined nonresponsive.

SECTION 6. BID FORM

All pricing should be submitted on Appendix B, **Bid Form**. Pricing will only be accepted on the bid form. Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

SECTION 7. <u>REFERENCES</u>

Each Bidder must furnish at least three (3) trade references who are familiar with the Bidder's abilities related to the services being procured with this IFB. These references will be used to determine the Bidder's ability to perform the services. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. DFA staff must be able to reach two (2) references for a Bidder within two (2) business days of bid opening to be considered responsive. The reference information should be submitted on Appendix C, **References**.

Appendix A - Bid Cover Sheet

The Office of Procurement and Contracts is currently accepting bids for Lawn and Landscaping Services. Bids are to be submitted as directed in Section 1.2, *Bid Submission Requirements*, of this IFB, on or before December 7, 2021 by 2:00 PM CST.

Name of Company	
Company Representative	
Company Representative Title	
Mailing Address	
Mailing City, State, Zip	
Telephone:	
E-Mail Address:	

Please identify the Office/Branch which will provide services for the Department of Finance and Administration if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

	.1	• / 1		C 1'	• •	I A CICO	VEC	NO
Are vou	currently	registered	26.3	Sunnlier	1n N		YES	NO
Inc you	currentry	registered	as a	Supplier	111 11	more:	I LD	110

If known, what is your supplier number?

Are you currently registered with PayMode? ____YES ____NO

In addition to providing the above contact information, please answer the following questions regarding your company:

- What year was your company established? •
- How many years and/or months has your company been in the business of performing the services procured by this IFB? _____
- Is your company currently for sale or involved in any transaction to expand or to become acquired • by another business entity? If yes, please discuss the impact both in organizational and directional terms.
- How many accounts of comparable type and/or size of operation has your company provided these • services for in the past five (5) years?
- Has your company ever been involved in a lawsuit involving any area covered by the IFB? If yes, ٠ provide details including dates and outcomes.
- Bidder represents that it has all required licenses and will maintain such throughout the contract • term. Such licenses include, but are not necessarily limited to the following: (Please include a copy of license(s) or permit(s) with bid submission.)

Type of License	Name of Licensee	Company	Certificate Expiration
Horticultural Pest Control Licensee			
Horticultural Weed Control			
Landscape Horticulturalist			

Signature: _____ Date: _____

Appendix B - Bid Form

Company Name: _____

Bid shall	<u>BID</u> Bid shall include the provision of services at the New Capitol Building and Governor's Mansion.					
				3 Year Total	Year 4*	Year 5*
Annual Cost	\$	\$	\$	\$	\$	\$

*Optional renewal years

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

- 1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
- 2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
- 3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix F);
- 4. That the Bidder has read the attached Draft Contract (Appendix F) and agrees to sign a similar contract;
- 5. That the Bidder has read the required clauses indicated by the blue, italic font in the attached Draft Contract (Appendix F) and agrees to sign a contract containing those clauses without modification;
- 6. That the Bidder will perform the services required at the prices quoted above;
- 7. That the Bidder has submitted copies of the required licenses as referenced on Appendix A, Bid Cover sheet;
- 8. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
- 9. That the pricing submitted will remain firm for the contract term; and,
- 10. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- 11. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- 12. <u>NON-DEBARMENT</u> By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

- 13. <u>INDEPENDENT PRICE DETERMINATION</u> The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
- 14. <u>PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES</u> The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 15. <u>REPRESENTATION REGARDING CONTINGENT FEES</u> The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
- 16. <u>REPRESENTATION REGARDING GRATUITIES</u> The Bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.
- 17. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
- 18. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

Signature: _____

Date:

Appendix C – References

Company Name: _____

Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Acreage	
Dates of Service	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Acreage	
Dates of Service	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Acreage	
Dates of Service	

Additional references may be provided on a separate page.

<u>Appendix D – Old Capitol Green Landscape Management Plan</u>

Old Capitol Green Landscape Management Plan

APPENDIX D



OLD CAPITOL GREEN LANDSCAPE MANAGEMENT PLAN MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

September 6, 2017

Prepared by Native Habitats, Inc.

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1 Introduction

This Landscape Management Plan (LMP) has been developed in order to guide efforts by the Mississippi Department of Archives and History to successfully manage the grounds surrounding the Old Capitol Museum, the War Memorial, and the Charlotte Capers Building. The document seeks to give general information that might be useful to the layperson, while also giving direction and describing specific tasks to those who will perform the work.

1.1 LMP Format

This LMP is set up with the understanding that conditions at the Old Capitol Green will change over time as this plan is implemented, and therefore the document will need to be updated periodically to address new issues in the landscape.

This introductory chapter contains general information on the way that data was collected to develop the LMP, what laws and regulations might apply to its implementation, and a map of the site. Chapter 2 provides a broad overview of the landscape of the site, and Chapter 3 describes the proposed management approach. Chapter 4: Landscape Management Schedule lays out a month by month schedule of basic tasks to be performed in the landscape. A thorough description of what is required for the proper implementation of each task is contained in Chapter 5: Landscape Management Procedures. Irrigation system operation and maintenance is covered in Chapter 6. Chapter 7 consists of a thorough glossary of terms used in the LMP. In Chapter 8, a list of references and recommended further reading is provided.

In addition to the main text chapter, there are three appendices. These contain not only the most specific information in the LMP, but also the information that will need to be updated regularly. Appendix A covers fertilization and is based on soil tests taken in June of 2017. Appendix B consists of an inventory of trees and recommended management actions for each. The report concludes with Appendix C: Task Prioritization, which should be used to determine which issues should be addressed and in what approximate order they should be addressed.

1.2 Methodology

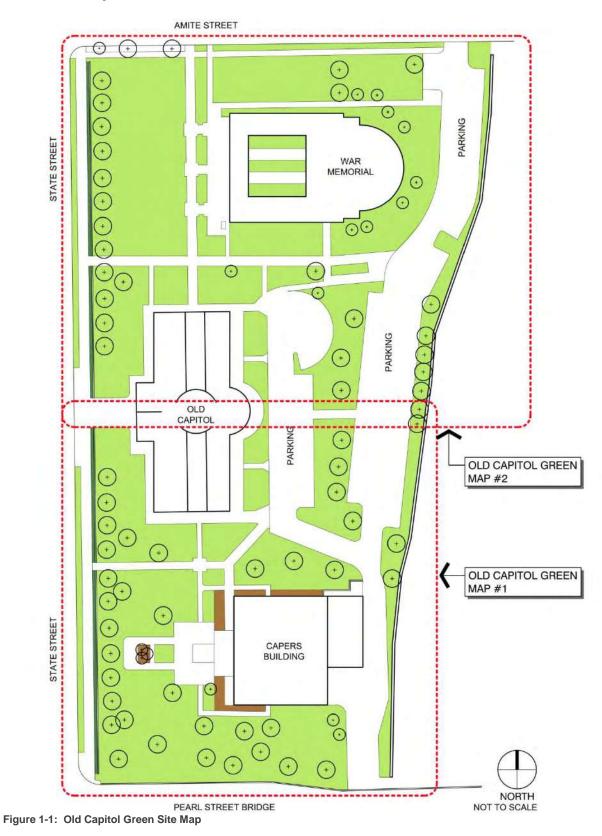
We began the development of this LMP with a thorough inventory and analysis of all landscape features, including trees, shrubs, grass, irrigation, etc. After drawing a site map (Figure 1-1: Old Capitol Green Site Map), we divided the site into logical areas based on type of vegetation and the presence of natural or man-made barriers. We then took soil tests in each area and sent them to the MSU Soil Testing Laboratory for analysis and recommendations.

1.3 Applicable Laws and Regulations

Mississippi law regulates the professional services required to perform some of the tasks that will be necessary to properly manage the landscape of the Old Capitol Green. Mississippi Code, Sections 69-19-1 through 69-19-11 states that "Persons receiving fees for performing work related to entomology, plant pathology, horticulture, tree surgery, weed control, pest-management consultant services and professional soil classification are required to be licensed to protect the citizens of this state from fraudulent practices." State licenses that may be applicable include, but are not limited to the following:

- Horticultural pest control (HCPL) This category includes persons engaged in control
 of insect pests, plant diseases, or pest animals of ornamental plants, shade trees (which
 may include nut or fruit trees if used as ornamental plants or shade trees) and lawns in
 residential, commercial, public, industrial and manufacturing areas.
- Horticultural weed control (HCWL) -This category includes control of weeds in ornamental plants and turf in residential, commercial, public, industrial and manufacturing areas.
- Landscape Horticulturist (LSL) This category shall include a person receiving fees for landscaping and setting of plants or for the sale of any plants for which the seller contracts to render future services
- Tree Surgery (TS) This category includes a person who advertises in a local phone book, newspaper, newsletter, bulletin, the internet or other prominently displayed sign as a licensed or insured tree surgeon and receives compensation for any work or consultation relative to the care, pruning, cabling, bracing, topping, trimming, fertilizing, cavity work and removal of ornamental trees and shrubs in any manner. Nothing shall prevent any person from performing such services as long as their advertising does not include the description licensed or insured.

1.4 Site Map



Old Capitol Green Landscape Management Plan Prepared by Native Habitats, Inc.

2 Landscape Overview

According to the 2009 report on the restoration of the Mississippi Old Capitol Building by Robert Parker Adams, the current configuration of the landscape consisting of large oaks and open expanses of lawn is based on the original landscape of "virgin oaks left from the original forest..." when the Old Capitol was constructed. The new linear planting of white oaks inside the fence line along State Street was intended to replace the old, large, but also declining-inhealth oaks nearer to the curb. These older trees remained in place for several years after the planting of the white oaks, but have since been removed. Oaks along the western edge of the site, through not historically precedented, were planted to "limit the view of recent development and to suggest the swamp area to the east."

2.1 Lawn

The majority of the ground-plane is planted with turf grass. As is often the case with sites with a long, layered history of site changes, there are multiple species of turf grass on site. Though this offers some challenges for management, minor adjustments to current practices can result in healthier and more attractive lawn areas.

2.2 Groundcovers

With the exception of lawn, there are only two kinds of groundcover on-site. There is a very small area containing Liriope on the south side of the Capers Building. The most abundant and most visually prominent groundcover consists of the Asiatic Jasmine growing between the reconstructed fence with limestone foundation wall and the sidewalk along State Street.

2.3 Shrubs

The existence of shrubbery at the Old Capitol Grounds is minimal and merely consists of a few isolated individuals on the south side of the War Memorial, foundation shrubs at the Capers Building, and screening shrubs along the boundary with the Pearl Street Bridge.

2.4 **Trees**

The trees of the Old Capitol Green give some of the first impressions to visitors and add value to the everyday lives of Jackson's residents. Trees add beauty to the property through the softening and complementing of the architectural design and through creating a pleasant environment. The trees improve the quality of life now and will continue to do so in the future, provided they are managed to reach their full potential.

Though the trees at the Old Capitol add great value to the property, these same trees can also be a liability or hazard if not properly taken care of. Trees that are not properly managed can fail in storms, damaging property and posing a high degree of risk to people. The lack of proper management can also result in trees that are more susceptible to environmental stresses. Building a well-planned management program will help care for these assets and identify existing and potential liabilities. Failing to manage trees is an option that always costs more in the long run. By investing wisely in your trees, values can increase for both present and future generations.

3 Landscape Management Approach: Integrated Pest Management

3.1 General

Integrated Pest Management (IPM) is a landscape management approach that focuses on keeping pests numbers low enough to minimize the plant damage in landscapes, rather than on completely eliminating all pests. We recommend an IPM approach to the landscape of the Old Capitol Green's landscape, and our recommendations contained in this management plan are based on such. The basics of IPM are summed up in the following:

3.1.1 **IPM Steps Include:**

- Prevention first: Plan cultural practices to minimize pests (watering, mulching, pruning, etc.).
- Identify/know the pest (weed, etc.) life cycle.
- Set action thresholds tolerate some damage.
- Monitor regularly (keep records of monitoring).
- When pests exceed threshold, use control method with the least impact on non-target species. Try cultural, physical, or biological methods first. As a last resort, use spot applications of the least toxic chemical. Only treat when the pest is most vulnerable and its natural enemies are in their least susceptible life stage.
- Keep records of control methods and results, evaluate, and adapt cultural practices as needed.
- 3.1.2 General Weed Control Guidelines
 - Crowd out weeds with dense, healthy plantings, ground covers and shade canopies.
 - Accept a few weeds; target the problem ones.
 - Mulch beds in fall, winter, or early spring.
 - Control weeds before they go to seed.
 - Don't over-fertilize; it promotes weeds and pests. Further, fertilize according to regular soil tests. We recommend a maximum of three years in between soil tests.
 - Spot apply the least-toxic chemical in order to minimize damage to non-weeds.
 - If a pesticide must be used, it must be applied by a licensed applicator and according to the product label.

3.1.3 Weed Control for Trees, Shrubs, and Groundcovers

- Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed if they are larger than 2 inches (5 cm) in height or diameter. Compost weeds, if feasible. Otherwise, dispose of weeds off-site. Regular maintenance of the mulch layer will help minimize weeds in shrub and groundcover areas.
- Except where otherwise indicated, weed-control techniques should be limited to mulching and hand-pulling. If herbicides must be used, choose the least toxic available and spot apply on weeds.

- 3.1.4 Weed, Insect and Disease Control for Lawn
 - Weed invasion can be effectively prevented or reversed by growing dense lawn using the practices recommended in section 5.1.1, below. Tolerate some broad-leaved plants in lawn areas. Identify problem (invasive) weeds and target only those species.
 - Properly adapted turf grass coupled with proper irrigation, fertilization, aeration, and mowing practices rarely develop serious disease problems. Correcting poor soil conditions or cultural practices (like over-watering or over or under-fertilization) will make the turf capable of withstanding much pest pressure and recovering from damage that occurs without much pesticide use. See 5.1.
 - Several insects and diseases are mentioned in section 5.1.1, below. IPM techniques of monitoring, setting tolerance levels, and applying the least-toxic control can be effective.

4 Landscape Management Schedule

4.1 Monthly Tasks

This guide to monthly landscape management tasks is based on the typical year. Since weather patterns vary from year to year, some adjustment to the timing of each of the following tasks may be necessary.

January

- Monitor lawn for winter weeds. Identify and document weed species present.
- Continue to remove excessive tree leaves from lawn by raking, blowing, vacuuming, or mowing with a bagging mower.
- Prune any broken or dead branches on shrubs and trees. Do not perform other significant pruning this month.

February

- Monitor for winter weeds. Identify and document weed species present.
- Shear Liriope late this month to a height of approximately 3 to 4 inches every other year.
- Make thinning cuts on Dwarf Yaupon Holly, Rotunda Holly, and Sweet Olive to allow airflow and adequate light penetration to the interior of the plants. Do not shear until next month.
- Monitor and hand-weed shrub beds as needed.
- Perform structural pruning on young trees.

March

- Monitor lawn for winter weeds; mow as needed while flowering to prevent weeds from setting seed.
- Apply pre-emergent for summer weeds.
- Fertilize groundcovers according to Appendix A.
- Shear Liriope early this month if not done in February to a height of approximately 3 to 4 inches every other year.
- Shear Asiatic Jasmine to a height of approximately 8 to 10 inches.
- Fertilize shrub areas according to Appendix A.
- Prune Dwarf Yaupon Holly, Rotunda Holly, and Sweet Olive.

April

- Fertilize lawn areas according to Appendix A.
- Monitor turf for brown patch and dollar spot and document the presence of either.
- Monitor Hybrid Bermuda for spring dead spot and document.
- Begin mowing at regular recommended height as lawn begins to turn green. See Table 5-1.
- Monitor Red Tip Photinia for entomosporium leaf spot. Remove any infected leaves and twigs and dispose of in a legal manner. Disinfect pruners between cuts to prevent spread of leaf spot.
- Monitor and hand-weed shrub beds as needed.

Мау

- Aerate lawn areas with a core-aerator to a depth of at least 3-inches. See Aeration, Lawn Cultural Practices in section 5.1.1.
- Fertilize lawn areas according to Appendix A.
- Monitor St. Augustine for chinch bugs and document.
- Watch for brown patch, and document. Where brown patch is present, bag clippings and dispose of in a legal manner.
- Watch for gray spot on St. Augustine, and document. Where gray spot is present, bag clippings and dispose of in a legal manner.
- Make second application of pre-emergent to control summer weeds. This second application must be made after any lawn aeration.
- Continue to mow at the recommended heights, never cutting more than 1/3 of the leaf blade in any one mowing.
- Fertilize shrub areas according to Appendix A.
- Monitor and hand-weed shrub beds as needed.

June

- Fertilize lawn areas according to Appendix A.
- Watch for gray spot on St. Augustine, and document. Where gray spot is present, bag clippings and dispose of in a legal manner.
- Continue to mow at the recommended heights, never cutting more than 1/3 of the leaf blade in any one mowing.
- Monitor and hand-weed shrub beds as needed.
- Prune Dwarf Yaupon Holly, Rotunda Holly, and Sweet Olive by shearing. Thin outer canopy as needed.

July

- Irrigate lawn areas as needed.
- Watch for gray spot on St. Augustine, and document. Where gray spot is present, bag clippings and dispose of in a legal manner.
- Continue to mow at the recommended heights, never cutting more than 1/3 of the leaf blade in any one mowing. If previously mowing at the low end of the recommended height range, consider raising mowing height to the upper end of the recommended range this month to minimize heat and drought stress. See Table 5-1.
- Fertilize shrub areas according to Appendix A.
- Monitor and hand-weed shrub beds as needed.

August

- Fertilize lawn areas according to Appendix A.
- Irrigate lawn areas as needed.
- Watch for gray spot on St. Augustine, and document. Where gray spot is present, bag clippings and dispose of in a legal manner.
- Continue to mow at the recommended heights, never cutting more than 1/3 of the leaf blade in any one mowing. Mow at the high end of the recommended height range for each turf type. See Table 5-1.
- Fertilize shrub areas according to Appendix A.
- Monitor and hand-weed shrub beds as needed.
- Prune Dwarf Yaupon Holly, Rotunda Holly, and Sweet Olive by shearing. Thin outer canopy as needed.

September

- Irrigate lawn areas as needed.
- Continue to mow at the recommended heights, never cutting more than 1/3 of the leaf blade in any one mowing. Mow at the high end of the recommended height range for each turf type. See Table 5-1.
- Monitor St. Augustine for chinch bugs, and document.
- Monitor for dollar spot or brown patch, and document. Where either is present, bag clippings and dispose of in a legal manner.
- Monitor and hand-weed shrub beds as needed.
- Limit pruning to the removal of dead, diseased, or broken wood.

October

- Irrigate lawn areas as needed.
- Continue to mow at the recommended heights, never cutting more than 1/3 of the leaf blade in any one mowing. Mow at the high end of the recommended height range for each turf type. See Table 5-1.
- Monitor St. Augustine for chinch bugs, and document.
- Monitor for dollar spot or brown patch, and document. Where either is present, bag clippings and dispose of in a legal manner.
- Monitor and hand-weed shrub beds as needed.
- Limit pruning to the removal of dead, diseased, or broken wood.

November

- Irrigate lawn areas as needed.
- Mow lawn periodically at the recommended heights to shred fallen tree leaves.
- Monitor for dollar spot or brown patch, and document. Where either are present, bag clippings and dispose of in a legal manner.
- Limit pruning to the removal of dead, diseased, or broken wood.

December

- Remove excessive tree leaves from lawn by raking, blowing, vacuuming, or mowing with a bagging mower.
- Limit pruning to the removal of dead, diseased, or broken wood.

5 Landscape Management Procedures

5.1 Lawn

Our assessment found at least three types of turf grass growing on the Old Capitol Green, each which requires a slightly different management regime, particularly in regards to mowing height and fertilization. Recommended mowing height for each turf grass type can be found in below. Fertilization recommendations based on soil tests and type of grass can be found in Appendix A. We also found numerous weed species growing amongst the turf, but only a few of these represents more than a minor threat to the health or aesthetic value of the lawn.

This chapter will begin with a description of the cultural practices that should be employed in managing the lawn, with a section on weed control following.

5.1.1 Lawn Cultural Practices

Employing proper cultural practices in the management of a lawn can minimize the incidence of pests, diseases, and other undesirable characteristics, and therefore reduce the financial burden of maintaining a lawn while maintaining or improving its appearance. These cultural practices include mowing, fertilization, aeration, and watering. Each will be considered below:

Mowing:

- Mow at the recommended height for the species and variety of grass grown. See Table 5-1.
- Do not cut more than 1/3 of the total leaf blade in any one mowing.
- Mow only with sharp blades. Zoysia grass will quickly dull mower blades. Sharpen frequently.
- Do not bag clippings. Use a mulching deck mower.
- Change the mowing direction at each mowing to avoid soil compaction and reduce rutting. Develop a minimum of 2-3 mowing patterns for the site and cycle through before repeating.
- Do not mow when the grass is wet or moist.

Edging

The edging of lawn areas prevents turf grass from migrating onto sidewalks and into planting beds. Edging should be conducted with a mechanical device specifically designed for edging.

- Edge lawn bordering paved areas at each mowing.
- Edge lawn bordering planted areas a minimum of 3 times per growing season.
- Take particular care when edging around tree mulch rings; do not disturb or damage tree roots.

Fertilization

- Fertilize according to Appendix A.
- Soil samples should be taken at a minimum of once every three years and the Fertilizer Schedule adjusted accordingly.

- The nitrogen component of the fertilizer should be in at least a 50% slow-release form. See Fertilization.
- Apply lime to balance pH as recommended by soil samples. See Appendix, Item A.2.2.

Irrigation

- Lawns should receive the equivalent of 1-inch of water each week during the active growing season, either through natural rainfall or through supplemental irrigation.
- Do not over-water.
- One inch of water applied once per week is generally better than smaller amounts applied more frequently. However, the clay soils at the Old Capitol Green will produce runoff if water is applied too quickly. To avoid this, the irrigation system should be set based on a cycle and soak concept. For example, rather than running each zone for 60 minutes, run each zone for 20 minutes and then cycle through 3 times. This allows the water to infiltrate the soil more deeply.
- If regular watering is not feasible due to financial constraints, consider watering only when the turf is under significant drought stress.

Aeration

- Aerate one-third of the total lawn area once every three years to reduce surface soil compaction.
- Rotate aeration applications to achieve 100% lawn area aeration every three years at minimum.
- Aerate in spring after grass has fully greened-up.
- Use a core aerator only; do not use a spike or tine aerator.
- Should the implementation of aeration to the entirety of the Old Capitol Green's lawns be financially unfeasible, consider limiting aeration to the most heavily trafficked (and therefore most compacted) areas of lawn. The highest priority should be the area just to the east of the Old Capitol, in between the building and the upper parking lot.

Table 5-1: Recommended Turf Mowing Heights

Type of Grass	Mowing Height (inches)
St. Augustine	3 - 4
Hybrid Bermuda	0.75 -1.5
Zoysia	2 - 3

5.1.2 Weed Control

5.1.2.1 **Pre-Emergent Herbicides**

Crabgrass (*Digitaria* sp.) and Dallis grass (*Paspalum dilatatum*) represent the biggest threats to the lawn areas. Crabgrass, besides negatively affecting the growth of turf grass through competing for light, water, and nutrients, also has allelopathic qualities. Dallis grass grows at a

much higher rate than any of the three types of turf grasses on site, inhibiting the growth of turf grass through competition. In addition, its large, course textured-leaves are extremely noticeable and consequently lend an obvious appearance of weediness to the lawns.

As an annual, crabgrass can be easily controlled with a pre-emergent herbicide applied according to the manufacturer's label in the late winter or early spring.

Dallis grass, though a perennial and therefore somewhat harder to control, can be reduced significantly with the use of a pre-emergent herbicide each year. Pre-emergent herbicides targeting crabgrass typically will also target Dallis grass.

5.1.2.2 **Post-Emergent Herbicides**

We do not recommend the use of post-emergent herbicides on lawn areas at the Old Capitol Green. The implementation of proper cultural practices and properly timed applications of preemergent herbicide will provide an appropriate level of weed control after several growing seasons.

5.2 Groundcovers

There are two groundcovers currently growing on the site. Two small masses of Liriope (*Liriope muscari*) line the edge of the shrub beds on the eastern end of both the north and south sides of the Capers Building. The most visually prominent groundcover on site is the Asiatic Jasmine (*Trachelospermum asiaticum*) planted between the fence line and the sidewalk along State Street.

5.2.1 Liriope

The Liriope is in good condition and will require very little maintenance. Other than occasional hand-weeding and the fertilization outlined in Appendix A, the Liriope would benefit from being sheared back to three or four inches high in late winter prior to beginning new growth approximately every other year. Do not cut after new growth has begun. Do not scalp plants. Be sure that cuts are several inches above the basal crown.

5.2.2 Asiatic Jasmine

The Asiatic Jasmine (Figure 5-1) is performing well in approximately 60% of its intended growing area. It was reported to us that in the areas in which it is struggling, it has been replanted at least twice since 2009. Our assessment of these areas detected no discernible difference in soil composition or fertility. After monitoring multiple times over a period of two months, our conclusion is that the Asiatic Jasmine's inability to become effectively established is entirely due to incorrect cultural practices.

The areas containing the struggling Asiatic Jasmine also contain a proliferation of weeds such as crabgrass and nutsedge. It appears that the current method being used to control these weeds is by shearing the entire area with a string trimmer to a height of approximately 1-2 inches. This process is causing major damage to the young Asiatic Jasmine plants (Figure 5-2) that are intended to cover the ground and which, once established, will out-compete most of the weeds. The Asiatic Jasmine in these struggling areas should NOT be cut with a string trimmer, except for edging along the sidewalk, until the Jasmine has fully colonized the areas. Weeds should be controlled with a selective herbicide(s) that targets the weed species present, but will not harm the Jasmine. The application of a pre-emergent would aid considerably in the control of the crabgrass. The nutgrass will need to be targeted with a post-emergent herbicide. In addition, apply and maintain a two to three-inch layer of pine straw mulch in this area to facilitate

the spread of the jasmine while helping to suppress the weeds. After the jasmine is fully established, maintain by shearing at a height of approximately 10 to 12-inches.

In addition to the above recommendations, the Asiatic Jasmine should be fertilized according to Appendix A.



Figure 5-1: Asiatic Jasmine. Healthy in foreground, struggling in background.



Figure 5-2: Scalped Asiatic Jasmine surrounded by weeds



Figure 5-3: Asiatic Jasmine that has been inhibited from spreading by weed-eating

5.3 Shrubs

The Old Capitol Green is largely devoid of shrubbery. Except for two isolated clumps of two individual Sweet Olive (*Osmanthus fragrans*), each just west of the southern entry door to the War Memorial Building, and an isolated mass of Dwarf Yaupon Holly east of the lower parking lot, the only shrubs on site are in the immediate vicinity of the Capers Building. The shrubs at the Capers building consist of Dwarf Yaupon Holly (*Ilex vomitoria* 'Nana') growing at the front (west) entrance to the building and extending partially along the north and south walls, and Rotunda Holly (*Ilex chinensis* 'Rotunda') running the rest of the length of the north and south walls, and several large Red Tip Photinia (*Photinia glabra*) growing along the border with the Pearl Street bridge.

Management of shrubs and shrub beds should consist of mulching, fertilization, watering, weeding, and pruning.

5.3.1 Mulching Shrubs and Shrub Beds

Mulch should be utilized for its ability to suppress weeds, retain moisture, and provide organic matter that enhances the biological activity in the soil. All shrub beds, isolated large shrubs, and young trees should be mulched with a 2-3 inch layer of pine straw, hardwood mulch, or pine bark mulch. The maintenance of a 2-3 inch layer does not mean that a 2-3 inch layer should be applied at any one time (unless none exists), but that the total layer should be maintained at that height. For instance, if one inch at the soil/mulch line decomposes during the course of one year, add one inch of mulch to return the mulch layer to its optimal depth. Refresh mulch approximately once per year, or as needed. Do not mulch against the trunks of shrubs or trees.

5.3.2 General Shrub Pruning Techniques

All pruning shall be conducted in accordance with the standards outlined in ANSI A300: Standard Practices for Tree, Shrub and other Woody Plant Maintenance (latest edition) and ANSI Z133.1 The American National Standards Institute Standard for Safe Working Practices In and Near Trees (latest edition).

Pruning of shrubs is much simpler than that of trees. Shrubs are primarily pruned to manage their size, and much less so for structural reasons. Shrub pruning, however, must be done properly in order to maintain the health of the plant. General rules are as follows:

- Always remove all dead, diseased, or injured branches.
- Shearing (when used) should be combined with selective reduction and thinning cuts to manage the shrub size and minimize the development of a foliage curtain.
- Reduction and thinning cuts should be utilized rather than shearing where a less formal, more "natural" aesthetic is desired.
- Shrubs should always be pruned so that the base of the shrub is wider than the top. The one exception to this would be "tree form" shrubs where lower limbs have been removed—this foliage containing portion should always larger at the base than at the top.

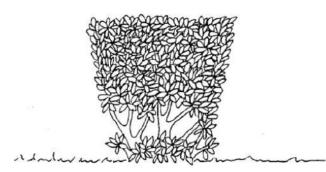


Figure 5-4: Improperly sheared hedge with base narrower than top.

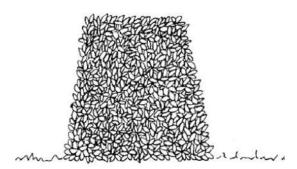


Figure 5-5: Properly sheared hedge with base wider than top. Shrub can be sheared to a more rounded shape than depicted, but base should always be wider than the top.

5.3.3 Sweet Olive

Sweet Olive naturally grows much larger than the space that they are presently in can accommodate. Therefore, they will need to be maintained at their present size with frequent pruning. Currently they are being sheared regularly. This practice can continue, but selective thinning should be added to their management at least once per year in order to ensure that healthy new growth is constantly being created from the interior portion of the shrub. In

addition, they should be sheared such that the bottom of the shrub is wider the top; this will ensure that sunlight adequately reaches all foliage.



Figure 5-6: Sweet Olive Shrubs

5.3.4 Dwarf Yaupon Holly

Dwarf Yaupon Holly is frequently grown as a hedge in Mississippi due to its tolerance to difficult conditions and its ease of maintenance. The hedge masses of Yaupons throughout the site are in relatively good condition. However, there are some problems with these hedges. There is considerable thinning along the lower edges of the hedges due to the shrubs being pruned in such a manner that the base is narrower than the top (See Figure 5-4 and Figure 5-5), there is dead wood that should be removed, and there is very little consistency among the shapes and sizes of the shrubs at the Capers building.

We have several recommendations for the management of the Yaupon hedges. They are as follows:

- Begin pruning so that the base of the shrubs is wider than the top as depicted in Figure 5-5.
- Remove any dead branches.
- Gradually (over 2-3 growing seasons), reduce the height of the hedge against the wall on the north side of the Capers Building to approximately 3-4 feet high. Do not allow branches or foliage to rest against the building wall. Prune back from the wall about 6 inches to 1 foot. This is best for the shrubs and the building.
- Develop a consistent shape and size across shrubs close in proximity.
- In addition to shearing, practice selective thinning at least once per growing season to allow light penetration into the interior portion of the shrubs. This will aid in height reduction efforts.



Figure 5-7: Dwarf Yaupon Holly at northwest corner of Capers Building



Figure 5-8: Dwarf Yaupon Holly at southwest corner of Capers Building

5.3.5 Rotunda Holly

The beds in which Rotunda Hollies are growing contain considerable numbers of tree saplings and vines. Remove these – a cut stump herbicide application may be necessary for control of the tree saplings. Maintain the height of the Rotunda Hollies in the 3-4 foot range. Provide approximately 6 inches to 1 foot of clearance at building wall. Maintain hedge by shearing and selective thinning.



Figure 5-9: Dwarf Rotunda Holly along south side of Capers Building

Figure 5-10: Dwarf Rotunda Holly along north side of Capers Building

5.3.6 **Red Tip Photinia**

Approximately ten Red Tip Photinias are growing at the southern edge of the site along the Pearl Street Bridge. Little to no pruning is required of these shrubs, as their large size contributes to their effectiveness as a visual screen and sound barrier. Limit pruning to removal of dead, dying, or diseased branches.

There is considerable weed pressure around the Red Tip Photinias, however, including tree saplings, invasive shrubs, and vines. The woody weeds in particular are obscuring the visibility of traffic signs along the westbound lanes of Pearl Street. The sign directing drivers to the Old Capitol Museum is completely blocked. Remove these weeds and apply mulch at each shrub to the approximate of the extent of the canopy.

5.4 **Trees**

Our inventory and assessment of the Old Capitol Green revealed a total of 81 trees on the site (82 are indicated on the inventory, but one tree has been removed). The trees were assessed according to their condition and ranked as good, fair, poor, or hazardous. Most (56.8%) of the trees were ranked as in good condition, followed by 19.8% in fair condition, 13.6% in poor condition, and 9.9% (8 trees) in hazardous condition. All trees ranked as hazardous are in such condition due to girdling of the trunk by the initial planting guy-wire remaining on the tree far too long. See Appendix B.

The trees ranked as hazardous represent a risk to people and property, and should be removed as soon as possible.

The trees in good, fair, and poor conditions should be pruned, mulched, and receive root treatments according to the recommendations in this section and Appendix B.

5.4.1 **Pruning**

All pruning shall be conducted in accordance with the standards outlined in ANSI A300: Standard Practices for Tree, Shrub and other Woody Plant Maintenance (latest edition) and ANSI Z133.1 The American National Standards Institute Standard for Safe Working Practices In and Near Trees (latest edition).

All tree pruning shall be performed by an individual with a Tree Surgery License issued by the State of Mississippi. We recommend that in addition to state licensure, the individual performing this work be an ISA Certified Arborist (International Society of Arboriculture).

Proper pruning corrects defects that could create safety hazards and decrease the lifespan of trees. The following defects are wholly or partially correctable when regular pruning is performed on young and medium-aged trees:

- Multiple leaders
- Branch unions with included bark
- Rubbing branches
- Pest-infested branches
- Deformed branches
- Low, codominant stems
- Long branch stubs
- Dead branches
- Dense canopy
- Clustered branches
- Topped trees
- Lion's-tailed trees
- Root loss
- Branchless trunks
- Side branches longer than the leader
- Water sprouts
- Double leaders

The following tree pruning strategies should be included in the Old Capitol Green tree care program:

5.4.1.1 Young Trees (<10 yrs old)

- Establish strong structure by developing and maintaining one dominant trunk
- Shorten aggressive low branches
- Space main branches along trunk by shortening others
- Remove dead branches
- Eliminate touching branches
- Prune cycle 1x per year.

5.4.1.2 Medium-Aged Trees (10-30 yrs old)

- Maintain or establish one dominant trunk by reducing length of others
- Shorten branches below lowest permanent limb
- Shorten low branches that will be in the way later
- Prevent stems on low branches from growing up into the permanent canopy
- Space main branches 18 to 36 inches apart by shortening others
- Reduce length of over-extended branches
- Remove dead branches
- Thin edge of canopy
- Eliminate touching branches
- Prune cycle 1x per 3 years.

5.4.1.3 Mature Trees (>30 yrs old)

- Remove dead branches
- Minimize potential hazards by reducing length of over-extended limbs
- Thin branches from the edge of the canopy to reduce wind pressure
- Remove as little live tissue as possible to accomplish objectives
- Prune cycle 1x per 5-6 yrs

5.4.2 Mulching

Trees should receive mulch as indicated in Appendix B. Application of mulch should conform to guidelines described in 5.3.1 Do not mulch against trunks.

5.4.3 Root Treatment

Trees should receive a root treatment that consists of the injection of air into the soil to provide subterranean fracturing and deep root aeration. The treatment should also include the injection of a nutrient and mychorrhizal fungi mixture appropriate for the tree and its condition. Each tree in the landscape would benefit from this treatment, however, we have limited our current recommendation to trees rated as either fair or poor in the tree inventory. See Appendix B.

6 Irrigation

6.1 All Areas

- Monitor the moisture levels around all ornamental plants including, but not limited to trees, lawn, shrubs, and groundcovers. Report problems (including brown spots or saturated areas) to on-site management during normal maintenance visits.
- Fix irrigation system leaks and broken or misdirected heads as needed on every site visit.

6.2 Spring Start-up

- Open the main valve(s), inspect and adjust all sprinkler heads, re-program and check battery backup in controller, and troubleshoot the entire system.
- Test rain sensor and zone coverage while running.
- Set automatic programs. Post spring/summer/fall schedules (runtimes x days / zone) and train staff as needed to monitor through season.

6.3 Checks and Repairs

- Once per month inspect entire irrigation system. Irrigation inspections shall include the following:
 - Activation of each zone to inspect for valve function, lateral breaks, damaged heads, coverage or anything else that would indicate any malfunction of the irrigation system.
 - Adjust irrigation heads for proper coverage.
 - Adjust automatic controller to establish frequency and length of watering periods for seasonal requirements and water restrictions.
 - Runoff of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the runoff.
- Do not over-water plantings. Use multiple-start times and short run times to prevent runoff. Do not allow run-off from any irrigation.
- Rain sensors: Install rain shut-off devices where possible. If no rain shut-off device exists, grounds manager should turn off irrigation at first sign of rain.
- Maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes.

6.4 System Repair

- Regardless of the cause of damage, take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (reorient; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.
- All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.
- For safety, do not install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the

existing sprinklers are mounted on above-ground risers, the replacements shall be popup type sprinklers. No exceptions.

• Annually submit recommendations for changes to system that would improve water efficiency while meeting the plants' needs.

6.5 Winterization

- Turn off water supply at main shutoff valve or backflow preventer.
- If drain valve is installed on system, open drain valve to allow water to drain from all pipes. In addition, open each zone valve.
- Turn off controller.

7 Glossary

ANSI A300 The American National Standards Institute standard for pruning trees and shrubs in the landscape.

ANSI AZ60.1 The American National Standards Institute standard for nursery stock.

ANSI Z133.1 The American National Standards Institute standard for safe working practices in and near trees.

Arborist A person with technical knowledge of tree care practice gained through experience and training.

Architectural pruning Shapes and maintains trees to a specific form and size with regular pruning.

Balancing Removes branches to redistribute weight.

Best management practice (BMP) The best available treatment, considering the benefits and drawbacks, based on current knowledge.

Biological Control Use of natural enemies such as parasitoids, predators, or pathogens to control a pest.

Branch A stem arising from a larger stem; a subdominant or subordinate stem; the pith in true branches has no connection to the parent stem.

Branch angle The angle formed in the union between stem and branch.

Branch arrangement Orientation and distribution of branches along a trunk.

Branch bark ridge A more or less commonly occurring raised area of bark tissue in the union of two branches or two stems or in the union of branch and stem.

Branch collar A swelling at the base of a branch where it joins the trunk or larger branch resulting from overlapping trunk and branch tissue.

Branch stub The part of the branch beyond the collar inadvertently left following branch removal.

Branch union The place where two branches or stems join or where a branch meets a trunk. See *crotch*.

Broad-spectrum activity Refers to pest control materials that kill a wide diversity of pests.

Bypass pruner A tool that pushes a sharp blade through a twig past a hooked or curved metal anvil.

Callus Undifferentiated, meristematic tissue with little lignin formed by the cambium layer, callus can form sprouts.

Canker A depression or opening in the bark usually caused by a fungus or bacterium.

Canopy The portion of the tree with foliage from the lowest branch to the topmost part of the tree; synonymous with crown.

Central leader A dominant stem located more or less in the center of the canopy.

Certified arborist An arborist who has passed an exam and receives, or a regular basis, continuing education administered by the International Society of Arboriculture.

Chain saw A power tool designed to cut through large branches and stems.

Chlorosis Yellowing of plant tissues; often refers to yellowed leaves with green veins.

Clean (cleaning) Removes dead, broken, rubbing, or diseased branches and foreign objects; could also include removing or subordinating weakly-attached branches.

Clear trunk The lower portion of a trunk lacking lateral branches.

Climbing spurs Sharp, pointed devices strapped to a climber's lower legs used to assist in climbing trees.

Clustered branches Branches that are closely spaced, originating from nearly the same position on the trunk.

Codominant stem A stem growing at about the same rate, and with nearly the same diameter, as another stem originating from the same union; often the piths are connected in the union.

Collar See branch collar.

Collar cut See removal cut.

Contaminant Any substance that can harm the environment.

Crotch See branch union

Crown See canopy.

Cultural problems Too little or too much sunlight, water, fertilizer, air, pest infestations, or other factors resulting in poor growth.

Curtain Creates a flat wall-like surface of foliage and twigs with regular shearing.

Decay Degradation of tissue caused by biological organisms; the orderly breakdown of tissue resulting in strength loss.

Decurrent Round-headed tree form; no leader to the top of the canopy in an open landscape without pruning.

Defects Cracks, poor branch or trunk structure, included bark, and other conditions that can reduce a plant's utility or value.

Defoliation Loss of leaves.

Directional pruning Guides the tree to grow in a certain direction by removing live branches from another portion of the tree.

Dogleg Typically, an S-shaped bend in a tree trunk.

Dominant leader/trunk The one stem that grows much larger than all other stems and branches; at least 1/3 bigger than lateral branches located nearby.

Double leader Two codominant stems originating more or less in the center of a tree and jointly assuming the role of the leader.

Drop cut Making three cuts, beginning with an undercut, to remove a branch to prevent bark tearing.

Drop-crotch cut See reduction cut.

Drought tolerant Drought tolerant is used to describe plants capable of withstanding long periods of dry weather.

Edge trees Trees with access to sunlight from only one side that grow more on that side.

Eradication Removes branches with pest infestations or disease.

Erosion The wearing away of the land surface by water, wind, ice, or other geological processes.

Excurrent Conically shaped tree form with a dominant leader or trunk extending to the top of the tree.

Fail To break or fall.

Feature trees Trees located by themselves with few other trees nearby surrounded by turf, ground cover, or shrubs.

Flush cut A destructive pruning cut made on the trunk side of the branch bark ridge or through the collar.

Formal hedge A shrub maintained as a sharply defined geometric shape by shearing regularly.

Ground water That part of the subsurface water which is in the zone of saturation.

Growth Irreversible increase in either mass or size of cells, occurring in living organisms

Hand pruners Mechanical, single-handed pruners designed to cut twigs up to about 1/2 inch diameter.

Hardiness rating Rankings of growing zones within the United States based on limits of annual minimum temperatures, with the purpose of indicating which plants can survive winter in each area of the country.

Hazardous condition A condition in a tree that could result in injury to people or damage to property.

Hazard reduction Reduces potentially hazardous conditions.

Hazardous waste A waste that is a solid or liquid material with certain properties that could pose dangers to human health, property, or the environment.

Heading cut A type of pruning cut that prunes a shoot no more than 2 years old back to a bud; cutting an older stem back to a lateral branch less than 1/3 the diameter of the cut stem; cutting a stem to an indiscriminate length.

Healthy Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.

Heavy metals Elements such as mercury, lead, nickel, zinc, and cadmium that are of environmental concern because they can accumulate in the foot chain, and in high enough concentrations, be toxic to life.

Hedging shear A two-handed mechanical or power tool designed to cut many shoots at once.

Impermeable Not permitting the passage of liquids or gasses.

Impervious surface Material which is nonabsorbent and sheds fluid.

Included bark Bark pinched or embedded between two stems or between a branch and trunk preventing formation of a branch bark ridge; an indication of a weak union; a crack in the union.

Infiltration The movement of water from the surface downward through the soil.

Informal hedge A shrub maintained by making heading or reduction cuts only on the longest shoots, 6 to 18 inches back inside the outer edge of the hedge.

Inoculation Type of biological control in which small numbers of natural enemies are released over a long time period. Or, the initial contact of a plant pathogen with a plant.

Interfering branches Crossing, rubbing, or upright branches that have the potential to dmage tree structure and/or health.

Internode The area between lateral branches or buds.

IPM (Integrated Pest Management) The management of pest populations below levels that cause economic damage by using a compatible balance of biological, cultural, chemical, genetic, and other control methods.

Large wound A wound that can lead to defects.

Large-maturing tree A tree that grows to a height or spread greater than about 40 feet.

Latent bud A suppressed bud lying just beneath bark, capable of forming a shoot, that grows enough each year to stay even with the bark.

Lateral branch A stem arising from a larger stem.

Lateral pruning (cut) See reduction.

Leader A stem that dominates a portion of the canopy by supressing lateral branches.

Leader training process The technique that leads to development of one leader.

Light duration Length of time plants are exposed to light.

Light intensity Amount of radiation that reaches a plant.

Light quality Spectral composition of light.

Limb A large branch that is among the biggest on a tree.

Lions-tailing The improper practice of removing all of most secondary and tertiary branches from the interior portion of the canopy leaving most live foliage at the edge of the canopy.

Local infection Small area of infection that usually stays contained near the infection site.

Lopper A tool best suited for cutting branches once they have been removed from a tree; a tool with two long handles used to cut stems on shrubs up to an inch diameter.

Main branches Those that are the largest several on the tree. See also scaffold limbs.

Maintenance Actions that preserve the health of plants after installation.

Major limbs See scaffold limbs.

Matching trees A set of trees of the same species or cultivar with like sizes and shapes.

Mature trees Trees that have reached at least 75 percent of their final height and spread.

Maximum critical diameter The largest diameter pruning cut you are willing to make on a certain species.

Multiple leaders A group of two or more leaders or trunks with a similar diameter.

Natural tree form The form that develops in the tree's native habitat without disturbance from human activities.

Neglected tree A poorly formed tree that has not been pruned for some time, or that has never been structurally pruned.

Open landscape An area with few trees within a few dozen feet.

Ornamental tree Those that never reach a large size.

Over-mature trees Trees that have reached their final height and spread and are declining in vigor.

Overthinning Removal of too much foliage typically from the interior portion or lower portion of the canopy.

Parasite Any organism that lives in or on another organism, at the expense of the host.

Parent branch (or parent stem) A main branch or stem from which smaller lateral branches arise.

Permanent branches (permanent limbs) Those that will remain on the tree for many years, perhaps until maturity.

Permanent canopy The portion of the tree that will remain for a long time.

Pesticide Any chemical agent used for control of specific organisms such as insecticides, herbicides, and fungicides.

Phloem Food-conducting tissue of a plant consisting of sieve tubes, companion cells, parenchyma, and fiber.

Photosynthesis Plant function in which carbon dioxide, water, and light are used to produce carbohydrates and oxygen.

Pinching The equivalent of heading performed on a soft young stem.

Plant culture How plants are grown and maintained in the landscape.

Plant pathogen Living agent capable of causing disease in a plant host.

Pollarding The specialized trimming technique used to maintain a tree at a specified height with regular heading to the exact same position; not the same as topping.

Poor structure (form) Branch and trunk architecture resulting in a canopy form that could lead to premature failure of a tree part.

Potentially hazardous See hazardous condition.

Preventative arboriculture Tree care practices and techniques incorporating strategies designed to prevent problems from occurring on trees in urban and suburban landscapes.

Preventative tree care See preventative arboriculture.

Primary branches Branches attached directly to the trunk.

Pruning Removal of plant parts.

Pruning cycle The interval of time between each pruning.

Pruning dose The amount of live tissue removed at one pruning; can be used in a whole-tree sense, or on one stem only.

Pruning objectives What is to be accomplished by pruning, for example, to create and maintain strong structure by guiding a tree's architecture.

Pruning types Includes clean, thin, reduce, raise, balance, risk reduction, restore, directional prune, vista, root prune, eradicate, and structural pruning.

Raise (raising) Provides vertical clearance under canopy.

Reduce (reduction) Decreases height or spread on entire tree, or one section only, using reduction cuts; also referred to as reduction or reduction pruning.

Reduction cut (drop-crotch cut) Reduces the length of a branch or stem back to a live lateral branch large enough to assume the apical dominance--this is typically at least one-third the diameter of the cut stem.

Regular pruning Pruning at more-or-less set interval, such as yearly or every five years.

Regulation Tendency of an insect or mite pest population to be maintained at a relatively constant level by the action of density-dependent factors.

Removal cut Removes a branch from the trunk or parent branch.

Resistance Ability of a plant to avoid damage by a pest

Respiration Plant function in which stored carbohydrates are converted to energy.

Restore (restoring, restoration) The process of improving the structure of a tree that was previously topped, damaged, vandalized, or overthinned.

Retention The process of storing runoff in a manner such that all or a significant portion of the water filters into the ground rather than being released to s surface water body.

Root collar (root crown, root flare, trunk flare, flare) The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.

Root problems (defects) Conditions in the root system that could lead to poor health, or plants falling over such as circling roots, cut roots, decayed roots, no trunk flare, and deep planting.

Rounding over (roundover) Reducing the size of a tree by pruning the outer edge of a canopy with small-diameter (typically less than 2 inches) heading cuts; diameter of the cuts are typically small compared to a tree that was topped.

Runoff Rainwater flowing over the land surface to the drainage system or waterway. Source of pollution when it carries sediment, toxic substances, or other contaminants.

Sapling A young tree about 1 to 3 years old

Scaffold limb A branch that is among the largest in diameter on the tree.

Secondary branches Branches growing from primary branches.

Seedling A young tree less than about 1-1/2 years old.

Sensitive area Stream corridors, wetlands, floodplains, shorelines, and steep slopes.

Shade tree Those that grow to be more than about 35 feet at maturity.

Shearing The practice of making multiple heading cuts to wood less than about a year old.

Shears A tool used to cut many small diameter stems at once.

Shoot Stem or branch and its leaves, especially when young.

Shrub Woody plant with mature height approximately less than 15 feet.

Single-leadered tree A tree with a dominant trunk.

Slow release nitrogen A form

Small-maturing tree A tree that reaches about 25 to 30 feet in height at maturity.

Solvent An organic chemical such as ammonia, acetone, benzene, methylene chloride, toluene, trichloroethane, and tetrachloroethylene. Solvents are used in products such as strippers, cleaners, spot removers, degreasers, thinners, and oil-based paints.

Standards Industry accepted definitions and principles.

Stem A slender woody structure bearing foliage and buds that give rise to other stems.

Stem bark ridge Raised bark in the union of two stems.

Stomata Pores in the epidermis of the plant through which gas exchange ocurs.

Storm drainage system A network of pipes and channels for carrying storm and surface waters (not domestic, industrial, and commercial waste waters) to surface waterbodies such as streams and lakes, or to infiltration systems.

Stormwater The portion of rain or snowfall that does not naturally filter into the ground or evaporate, but flows overland or through channels or pipes into a defined channel, or a retention/detention facility.

Structural pruning Pruning that influences the orientation, spacing, growth rate, strenth of attachment, and ultimate size of branches and stems resulting in a strong tree.

Stub The piece of branch left beyond the collar after a removal cut.

Subordination (subordination pruning) Removing the terminal, typically upright or end portion of a parent branch or stem to slow growth rate so other portions of the tree grow faster.

Sucker Shoot arising from the roots.

Sunscald A flattened, dried, or sunken area of the bark resulting from overexposure to the sun.

Susceptibility Likelihood that a plant will be damaged by a pest.

Swale A grass-lined channel. More specifically, a natural or constructed waterway (usually broad and shallow, covered with erosion-resistant grasses) used to convey surface runoff.

Taper The thickening of a stem or branch toward its base.

Temporary branch A branch that will remain on the tree for only a short period; not a permanent limb.

Tertiary branches Branches growing from secondary branches.

Thatch A matted layer of dead vegetation at the base of lawn grasses that prevents the absorption of water and nutrients.

Thin (thinning) Removes lateral branches from the edge of the canopy; increases light and air penetration, or reduces weight by removing branches primarily from the outer edge of the canopy.

Thinning cut See removal cut.

Tipping Similar to topping, except heading cuts are made through smaller diameter branches toward the outer edge of the canopy; may be called pencil pruning on some small-maturing trees when cuts are made through pencil-diameter branches.

Topping An inappropriate technique to reduce tree size that makes heading cuts through a stem more than 2 years old; a type of pruning cut that destroys tree architecture and serves to initiate discoloration and perhaps decay in the cut stem.

Translocation Movement of nutrients or pathogens through the plant.

Transpiration Evaporation of water vapor from foliage.

Transpiration Movement of water vapor out of the plant.

Tree Single and multi-stemmed plants with mature height approximately greater than 15 feet.

Tree assessment The process of determining what actions should be taken to improve plant health and reduce risk. Should be performed by a certified arborist.

Tree habit The form or shape taken on by the canopy.

Trimming Clipping the ends of young branches using heading cuts; see tipping.

Trunk The main woody part of a tree beginning at the ground and extending up into the canopy from which primary braches grow.

Trunk flare 1.) The area at the base of the plant's trunk where it broadens to form roots. 2.) The area of transition between the root system and trunk.

Turgor Tension from internal components giving a cell a swollen or distended appearance.

Understory plant Plant located under the canopy of existing trees or shrubs.

Union (crotch) The junction between stem and branch or between stems.

Vector Agent that moves a pathogen to a plant.

Vigorous branches Those that grow at a fast rate compared to most other branches on the tree; aggressive branches.

Vista pruning A combination of pruning types including thinning, raising, and others designed to enhance a view.

Water sprouts Stems arising from interior branches often growing upright and vigorously, often as a result of a stress such as over-pruning, drought, or root damage.

Watershed A geographic are within which all surface water drains into a particular body of water.

Weak crotch (union) A union with included bark; a union that is relatively weak compared to other unions.

Witches' broom Broom-like or massed proliferation caused by a dense clustering of branches on woody plants.

Wound closure The process of forming callus and woundwood over a wound such as a pruning cut.

Wound dressing A substance, solution or formulation developed for application over a recent pruning cut.

Woundwood Differentiated woody tissue forming around a wound, such as a pruning cut. See *callus* for comparison.

Xylem Water-conducting tissue of plants, often referred to as wood.

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Appendix A: Fertilization

A.1 Landscape Areas

As part of our sampling methodology, we divided the site into distinct landscape areas based on the particular type of vegetation growing. Where man-made borders such as sidewalks exist, area boundaries were determined by the location of these. In a few instances, an area border exists without an obvious man-made delineation and were determined based on the presence of trees. Each landscape area was given an alphanumeric code. The codes for each area are indicated on the Old Capitol Green Maps #1 and #2 (Figures A-1 and A-2). These area codes are used in the fertilization schedule.

A.2 Fertilizer Schedule

The fertilizer schedule was developed based on recommendations from the MSU Soil Testing Laboratory for soil sampled from each delineated landscape area. See Table A-1.

A.2.1 Crop

The predominant type of plant in each area will determine the fertilization and management regime for that area. In most areas of turf, though there are multiple species of grass present, there is one that is predominant; the management recommendations are tailored towards the predominant turf type in each area.

A.2.2 Soil pH

The pH was measured as a part of the overall soil testing. The only requirements for adjusting pH are for area C26. The recommendation is to apply 100 pounds of lime per 1000 square feet. Lime may be applied to dry foliage anytime during the year and watered into the soil. However, do not apply more than 50 pounds in a single application--spread the second application six weeks after the initial application. Use ground lime only, passing through a 100 mesh sieve; do not use dolomitic lime.

A.2.3 Rate

The rate on the fertilizer schedule refers to the number of pounds of the indicated fertilizer to apply per 1000 square feet.

A.2.4 Macronutrients

The fertilizer formulations (Nitrogen Phosphorus Potassium ratio) listed on the schedule are as follows:

Formulation	Fertilizer Name	Notes
24-0-11	The Andersons Turf Fertilizer*	Slow release nitrogen with 2% Iron
0-20-0	Super Phosphate	
0-0-60	Muriate of Potash	

*At least one-half of the nitrogen component must be comprised of a slow-release water insoluble nitrogen (WIN). Acceptable categories include ureaform, urea-formaldehyde products, triazones, IBDU, sulfur-coated urea, and polymer-coated nitrogen.



NOT TO SCALE

Figure A-1: Old Capitol Green Map #1

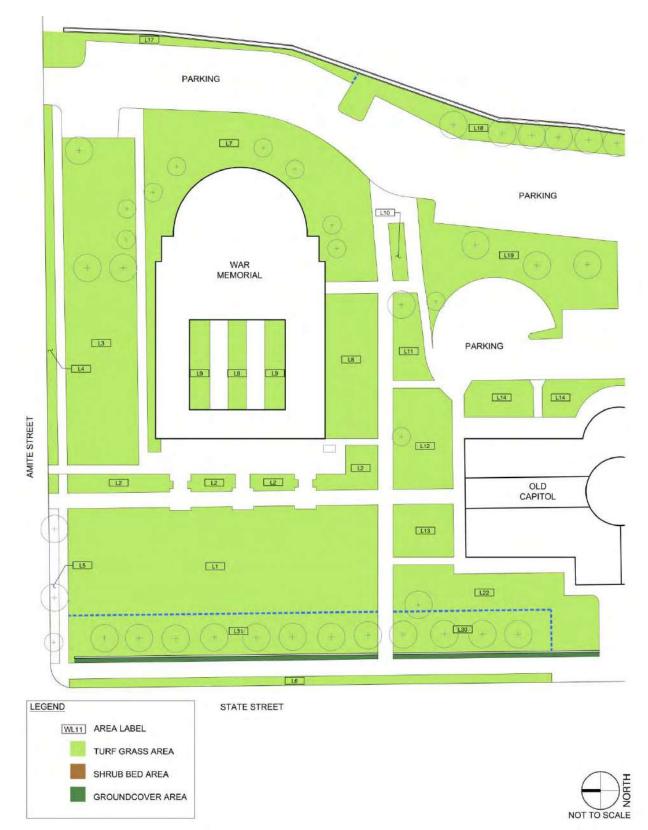


Figure A-2: Old Capitol Green Map #2

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	'n	Macronutrients	Р	0		C			0			0			0	0		0		2-5	0			0		0	C	2	0			0	0	(Э	0		0	0	
August	Fertilizer	Macr	z	24		24			24			24			24	0		24			24		1	24	T	0	C	,	24			24	0	2	24	0		24	0	
		Data	ואמום	4.3		43			4.3			4.3			4.3	0.2		4.3			4.3			4.3		0.0	00	2.5	4.3			4.3	0.2		4.3	0.0		4.3	1.2	
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	J.	Macronutrients	Р	0	0	C	0	F	0	0		0			0	0		0	0		0	1		0	1	0	C		0			0	0	(Э	0	1	0	0	
June	Fertilizer	Macr	z	24	0	24	0		24	0		24			24	0		24	0		24	╡		24	t	0	C	,	24			24	0	2	24	0	1	24	0	
		Dato	ואמום	4.3	1.2	43	1.2		4.3	0.2		4.3			4.3	1.2		4.3	1.2		4.3			4.3		0.0	00	2	4.3			4.3	1.2		4.3	1.2		4.3	1.2	
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		Macronutrients	Р	0	0	C	0	F	0	0		0	0	-	0	0		0	0		0	╉		0	+	0	C	,	0			0	0	-	Э	0	-	0	0	
May	Fertilizer	Macro	z	24	0	24	0	\vdash	24	0		24	0	-	24	0		24	0	-	24	1		24	+	24	C	,	24			24	0	2	24	0	-	24	0	
	ш	Data	ואמום	4.3	1.2	43	1.2		4.3	1.2		4.3	2.2		4.3	1.2		4.3	1.2	0	4.3			4.3		4.3	10	!	4.3			4.3	1.2		4.3	1.2		4.3	1.2	
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	_	Macronutrients	Ч	0	0	C	0		0	0		0	20		0	20		0	0		0	╉	1	0 0	R	0	C	20	0			0	20	-	Э	20		0	20	
April	Fertilize	Macro	N	24	•	24	0		24	0		24	0	-	24	0		24	0		24	1	1	24		24	C	0	24			24	0	2	24	0		24	0	
		Date	ואמום	4.3	1.7	43	1.7		4.3	1.2	-	4.3	5.2		4.3	5.2		4.3	1.7		4.3			4.3	7.C	2.8	30	5.3	4.3			4.3	5.2		4.3	5.2		4.3	5.2	
1		nts	×			t		F														1	1		T	t		T	F					↑			1			
	5	Macronutrients	Р			t	18 - 0 06 - 0								20 20 20				8 - 20 9 - 58				1			t		T						1		2.3	1			
March	Fertilizer	Macr	z			t		F															1		t	t	t		Γ					T			1			
		Dato	ואמום			T																			T	T														
		Hd			6.7	T	6.4			7.0			6.6			7.7			6.8			7.4	1	1	1.0	T	67	;	T	6.1			6.3	1		7.6		7.5		
	8	Crop			Zoysia		Zoysia			Zoysia		Li de ai al	hermiida		11.4.2.4	phore	polilipo	Li-h-i-l	hermiida			Zoysia		ŗ	zuysia		St.	Augustine	1.1.2.1	phornd	הכווומתמ	Linhrid	bermuda		Huhrid	bermuda		Hybrid bermuda		
		Area	-		5	t	C2			ទ			5			C5	1		C6			C7		0	ŝ	t	60			C10			C11	T		C12			C13	

Table A-1: Fertilization Schedule

Old Capitol Green Landscape Management Plan Prepared by Native Habitats, Inc.

	÷	ints	×	11			11	0		11	0		11			11		11		11	0		11	60	11		5	0	Γ	11	60	11	60	
t.	er	Macronutrients	Ч	0			0	0	Γ	0	0		0			0		0		0	0		0	0	0		0	0		0	0	0	0	
August	Fertilizer	Macr	z	24			24	0		24	0		24			24		24		24	0		24	0	24		24	0		24	0	24	0	
		Data	ואמום	4.3			4.3	0.0		4.3	0.0		4.3			4.3		4.3		4.3	0.0		4.3	0.2	4.3		4.3	0.0		4.3	1.2	4.3	0.2	
F		nts	Х	11			11	60		11	60		11			11	60	11		11	60		11	60	11	60	1	0		11	60	11	60	
- 227	er	Macronutrients	Ч	0			0	0		0	0		0			0	0	0		 0	0		0	0	0	0	0	0		0	0	0	0	
June	Fertilizer	Macr	z	24			24	0		24	0		24			24	0	24		24	0		24	0	24	0	24	0		24	0	24	0	
		Data	LINGIG	4.3			4.3	1.2		4.3	1.2		4.3			4.3	1.2	4.3		4.3	1.2		4.3	1.2	4.3	1.2	4.3	0.0		4.3	1.2	4.3	1.2	
F		nts	×	11	60	0	11	60	F	11	60		11	60		11	60	11		11	60		11	60	11	60	11	60		11	60	11	60	
	er	Macronutrients	Р	0	0	20	0	0		0	0		0	0		0	0	0		 0	0		0	0	0	0	0	0		0	0	0	0	
May	Fertilizer	Macr	z	24	0	0	24	0		24	0		24	0		24	0	24		24	0		24	0	24	0	24	0		24	0	24	0	
		Data	ואמום	2.8	3.0	5.3	4.3	1.2		4.3	1.2	m - 75	4.3	2.2		4.3	1.2	4.3		4.3	1.2		4.3	1.2	4.3	1.2	2.8	3.0		4.3	1.7	4.3	1.2	
		ents	×	11	60	0	11	60	Γ	11	60		11	0		11	60	11		11	0		11	0	11	60	11	60		11	0	11	60	0
	er	Macronutrients	Р	0	0	20	0	0		0	0		0	20		0	0	0		0	20		0	20	0	0	0	0		0	20	0	0	20
April	Fertilizer	Maci	N	24	0	0	24	0		24	0		24	0		24	0	24		24	0		24	0	24	0	24	0		24	0	24	0	0
		Data	INDIA	2.8	2.7	4.9	4.3	1.7		4.3	1.7		4.3	5.2		4.3	1.7	4.3		4.3	5.2		4.3	5.2	4.3	1.7	2.8	2.7		4.3	5.2	4.3	0.9	5.2
		ents	×																								Γ			Γ				
4	zer	Macronutrients	Р																															
March	Fertilizer	Mac	z																															
	v	Data	ואמום																															
		H			5.8			6.8			6.2			7.3			6.9		7.0		7.6			6.2		7.2		6.0			7.7		6.0	
		Crop		Pirkin	hermida		Linkad		Dermuda	Linhad	hermida		Li de da	hermida	nelling	Linkad	herminda	Linkid	hermida	Huhrid	herminda	applined.	Linhad	hermiida	Linhrid	bermuda		Hybrid	bermuda	1 holds and	hormida	Linhrid	hermida	
		Area			C14			C15			C16			C17			C18	100	C19		C20			C21		C22		C23			C24		C25	

				March	ų			April				May				June	-			August	+	
				Fertilizer	zer			Fertilizer	er			Fertilizer	er			Fertilizer	er			Fertilizer	L	÷
Area	Crop	Hq	Doto	Macron		utrients	Data	Mac	Macronutrients	ents	Data	Mac	Macronutrients	ents	Data	Mac	Macronutrients	ents	Doto	Macro	Macronutrients	ents
			LIGIE	z	Р	×	Nale	z	Р	×	Lale	Z	Р	×	LAIR	z	٩	×	Nale	z	Р	×
	đ						2.8	24	0	11									4.3	24	0	11
C26	Auronetine	5.7					3.0	0	0	60									1.2	0	0	60
	almenfinu						5.3	0	20	0						_						
	ċ						2.8	24	0	11									4.3	24	0	11
C27	Austration	6.1					3.0	0	0	60									1.2	0	0	60
	allinenfine						5.3	0	20	0												
	1 hours						4.3	24	0	11	4.3	24	0	11	4.3	24	0	11	4.3	24	0	11
C28	hormida	6.0					0.9	0	0	60	1.2	0	0	60	1.2	0	0	60	0.2	0	0	60
	nailinna						5.2	0	20	0												
	11.45-45-4						4.3	24	0	11	4.3	24	0	11	4.3	24	0	11	4.3	24	0	11
C29	hermida	7.1					0.9	0	0	60	1.2	0	0	60	1.2	0	0	60	0.2	0	0	60
							5.2	0	20	0								5			1	
	Li chuid						4.3	24	0	11	4.3	24	0	11	4.3	24	0	11	4.3	24	0	11
C30	hermida	7.0					0.9	0	0	60	1.2	0	0	60	1.2	0	0	60	0.2	0	0	60
							5.2	0	20	0												
	Lished.						4.3	24	0	11	4.3	24	0	11	4.3	24	0	11	4.3	24	0	11
C31	hermida	6.2					0.9	0	0	60	1.2	0	0	60	1.2	0	0	60	0.2	0	0	60
							5.2	0	20	0												

Old Capitol Green Landscape Management Plan Prepared by Native Habitats, Inc.

Appendix B: Tree Inventory & Management

We conducted a tree inventory and basic visual assessment in concert with the ISA Certified Arborist listed below:

David Fulgham, ISA Certified Arborist #SO-5802-A Fulgham's Inc. P.O. Bo 3187 Tupelo, Mississippi 38803 662-255-5127

As part of this inventory, all trees on site were assigned an identification number and their locations denoted on tree inventory maps (See Figure B-13 and Figure B-14). The complete inventory is shown in Table B-2. The inventory identifies each tree according to species, and includes the current tree size (diameter), a brief description of findings and recommendations, a rating of tree condition, and a checklist of both damage found and recommended mitigation strategies for each tree.

Our inventory revealed a total of 81 trees on the site (82 are indicated on the inventory, but one tree has been removed). The trees were assessed according to their condition and ranked as good (G), fair (F), poor (P), or hazardous (H). Most (56.8%) of the trees were ranked as in good condition, followed by 19.8% in fair condition, 13.6% in poor condition, and 9.9% (8 trees) in hazardous condition. All trees ranked as hazardous are in such condition due to girdling of the trunk by the initial planting guy-wire remaining on the tree far too long.

Trees indicated as hazards should be removed immediately, as they represent a threat to both people and property.



Figure B-3: Example of trunk damage due to guy-wire

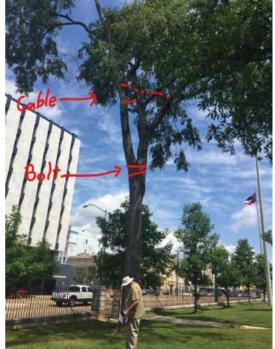


Figure B-5: Tree with co-dominant stems and included bark. Needs bolting and cabling. Tree ID #60



Figure B-4: Close-up of trunk damage due to guy-wire



Figure B-6: Example of tree needing deadwood removal.

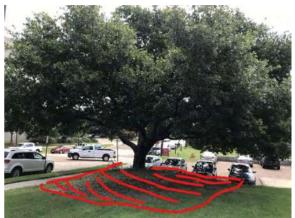


Figure B-7: Mature tree that could benefit from application of mulch. Tree ID #8



Figure B-9: Young tree that has lost its central leader.



Figure B-8: Mature tree that could benefit from the application of mulch. Tree ID #29



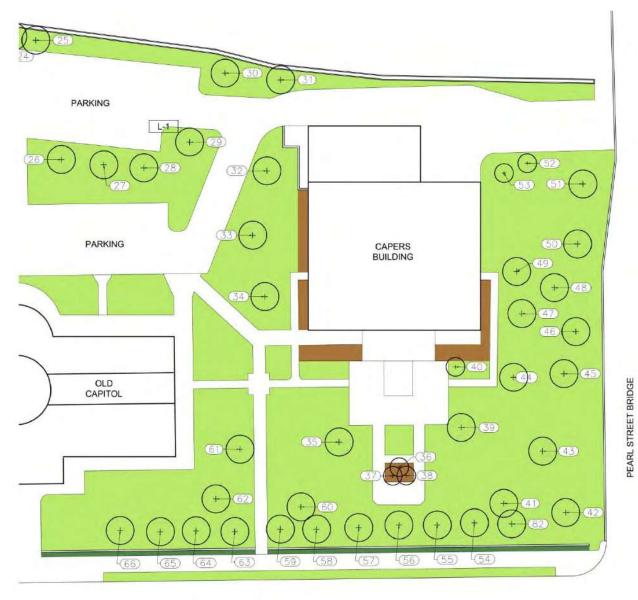
Figure B-10: Example of tree without proper pedestrian clearance. Lowest limb above pedestrian walkway must be no lower than 6'-8".

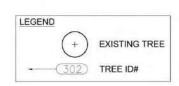


Figure B-11: Vehicular clearance issues along the Pearl Street Bridge



Figure B-12: Voluntary tree seedlings (weeds) are obscuring signs along Pearl Street. In this picture, the sign directing visitors to the Old Capitol Museum is blocked.

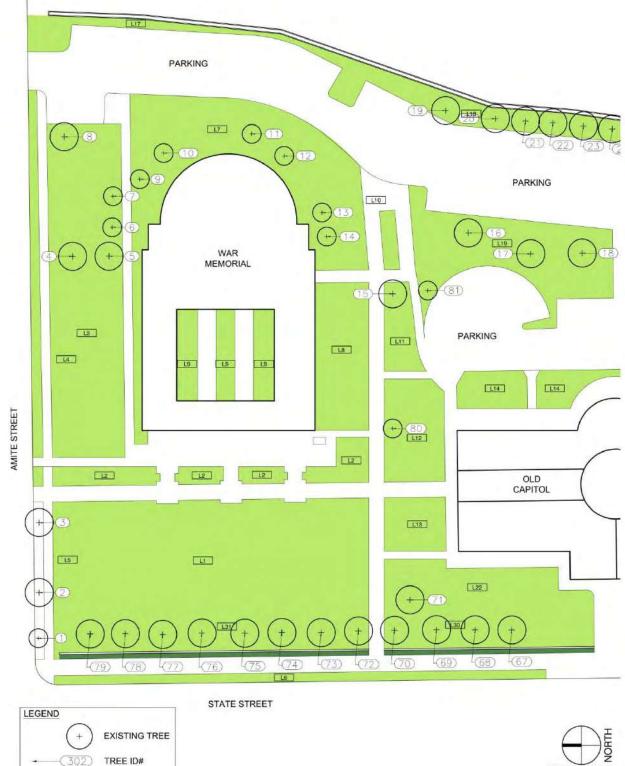




STATE STREET



Figure B-13: Tree Inventory Map #1



NOT TO SCALE

Figure B-14: Tree Inventory Map #2

Table B-2:	Tree Inventory	and Management	Recommendations
	1100 111011101	and management	1.000011111011dddio110

					_	Da	ama	ge			Management										
				Condition	Compa				c	Deadwood removal	Load Redu	Height Reduction	Prune Cycle	Root Treatment			Site Modification	Insec	Fun		
free I.D.	Species	DBH (in)	Notes	Condition	action	Root	Flare	Trunk	Canopy	noval	ıction	uction	Cycle	ment	Bolt	Cable	ation	Insecticide	Fungicide	IUVat	
1	Crape Myrtle Lagerstroemia sp.	10	manage for metal damage in trunk, remove metal if possible, historic marker	Ρ				x						x							
	Pin Oak Quercus palustris		monitor for sidewalk disturbance, prune dieback, compaction	Р	x		F		T	×	F	T	T	×						ſ	
	Live Oak			Р	x		\vdash					t	T	x						ſ	
	Quercus virginiana Southern Magnolia		thin, dieback, compaction thin, dieback, compaction, girdling roots,	р	x	\vdash	x		F	┢		┢	┢	x		F				ſ	
	Magnolia grandiflora Southern Magnolia		install mulch ring thin, dieback, compaction, girdling roots,	P	x		x			┢	\vdash	┢	┢	x				Η			
5	Magnolia grandiflora Foster's Holly	17	install mulch ring compaction, goood condition, kill grass	G	×			-			\vdash	\vdash	┢					Η			
6	<i>llex</i> x attenuata Foster's Holly	6	install mulch ring compaction, goood condition, kill grass	G			┝		-	┝	╞	\vdash	┢		_						
7	<i>llex x attenuata</i> Live Oak	6	install mulch ring	10430 10	×		\vdash		-	┝	\vdash	┝	┝	\vdash		┝			-		
8	<i>Quercus virginiana</i> Foster's Holly	32.5	thin, compaction, showing new growth	F	×				-			╞	┝	×		-					
9	llex x attenuata	6	kill grass, install mulch ring	G									×			L					
10	Foster's Holly Ilex x attenuata	6	kill grass, install mulch ring	G									×								
11	Foster's Holly Ilex x attenuata	6	kill grass, install mulch ring	G									×								
12	Foster's Holly Ilex x attenuata	6	kill grass, install mulch ring	G									×								
13	Foster's Holly Ilex x attenuata	6	kill grass, install mulch ring	G								Γ	×								
14	Foster's Holly Ilex x attenuata		kill grass, install mulch ring	G								Γ	x								
	Southern Magnolia Magnolia grandiflora		severe dieback, needs pruning, root treatment 3x/year	Р						×				×						Ì	
	Oak		chlorosis, crown dieback, trunk girdled by	н				×		F	┢	T	T							ſ	
	Quercus sp. Water Oak		anchor wire, fungal infection, remove	G			\vdash			┢	\vdash	t	┢								
	<i>Quercus nigra</i> Willow Oak	10.5		н		\vdash	\vdash	x	F	┢	┢	┢	┢	┢							
18	Quercus phellos Water Oak	8	remove, trunk girdled by anchor wire	F			\vdash		$\left \right $	×	┝	┢	┢	x			x	\vdash			
19	<i>Quercus nigra</i> Willow Oak	39.5	dead wood over parking, prune, apply mulch cable in branch, phototrophic growth,	G			┢	x	-		\vdash	\vdash	-			-		-	-		
20	Quercus phellos Water Oak	6	possibly remove due to trunk defect. sucker growth, trunk girdled by anchor wire,							\vdash			-		_	-					
21	Quercus nigra	5	remove	н				×	×	\vdash											
22	Already removed		n/a								-	L				L		\mid			
23	White Oak Quercus alba	7	trunk girdled by anchor wire	н				×	L							L					
24	Willow Oak Quercus phellos	9.5	dieback, chlorosis	F						×				x							

						Da	ma	age		Management										
					Com					Deadwood removal	Load Rec	Height Reduction	Prun	Root Treatment			Site Modification	Inse	Fu	R
Tree I.D.	Species	DBH (in)	Notes	Condition	Compaction	Root	Flare	Trunk	Canopy	emoval	duction	duction	Prune Cycle	atment	Bolt	Cable	lication	Insecticide	Fungicide	Removal
25	Water Oak Quercus nigra	8.5	2	G																
	Southern Red Oak Quercus falcata	6.5		G										Γ						
200	Water Oak Quercus nigra	12	possibly remove due to trunk defect.	н				x				F								x
	Willow Oak Quercus phellos		possibly remove due to trunk defect.	н				x				F		┢						x
	Live Oak Quercus virginiana		dieback, compaction, kill grass, mulch, root treatment 3x/yr	F	x					x		F		×						
	Willow Oak Quercus phellos		good, root treatment 2x/yr	G																
	Water Oak Quercus nigra		good, remove visible signs of t-post, root treatment 2x/yr	G				x									x			
32	White Oak Quercus alba	5.5		G																
33	White Oak Quercus alba	6	good, remove visible signs of t-post, mulch	G				x									x			
34	White Oak Quercus alba	8	trunk cable, sucker growth, possibly remove due to trunk defect.	Н																×
35	Willow Oak Quercus phellos	26	slight dieback, deadwood removal over path, root treatment 2x/yr	F						×				×						
36	Crape Myrtle <i>Lagerstroemia</i> sp.	20	clean base, remove suckers, maintain as tree form, no topping or pollarding	F									×	×						
37	Crape Myrtle <i>Lagerstroemia</i> sp.	10	clean base, remove suckers, maintain as tree form, no topping or pollarding	F									×	x						
38	Crape Myrtle <i>Lagerstroemia</i> sp.	10	clean base, remove suckers, maintain as tree form, no topping or pollarding	F									×	x						
39	Pin Oak <i>Quercus palustris</i>	11	deadwood, prune, root treatment 2x/yr, mulch	Ρ						×				×			x			
40	Yaupon Holly Ilex vomitoria	6	root treatment 2x/yr	Ρ									×	×						
41	Southern Magnolia <i>Magnolia grandiflora</i>	24.5	dieback, slight stress, compaction	G	×					×	-									
42	Southern Magnolia Magnolia grandiflora	37	good, dieback, slight stress, clean base	G	x								x							
43	Southern Magnolia Magnolia grandiflora	26.5		F										×						
44	Live Oak Quercus virginiana	30.5	thin dieback, deadwood, root treatment 2x/yr, mulch	F						×				x			x			
45	Live Oak <i>Quercus virginiana</i>	19	thin dieback, deadwood, root treatment 2x/yr, mulch	F						x				×			x			
46	Live Oak <i>Quercus virginiana</i>	26	deadwood removal, include pruning ht. above road	G						x		×								
47	Live Oak Quercus virginiana	33	poison oak, deadwood removal, clean base	G				x		x										
48	Live Oak <i>Quercus virginiana</i>	28.5	deadwood, clean base	G						x										

						Di	ama	age					N	/lan	age	me	nent						
					Com					Deadwood remova	Load Red	Height Reduction	Γ	Γ	Bolt		Site M	Inse	Fu	R			
Tree I.D.	Species	DBH (in)	Notes	Condition	paction	Root	Flare	Trunk	anopy	emoval	luction	Juction	Prune Cycle	atment	Bolt	Cable	ication	Insecticide	Fungicide	Removal			
	Live Oak			G			Γ	Γ		x					Γ								
49	Quercus virginiana	30 10 &	deadwood, clean base		┝	⊢	┝	┝	-		┝	\vdash	┝	⊢	⊢		\vdash	\vdash	\vdash	\vdash			
50	Southern Magnolia Magnolia grandiflora	10 &	codominant, clean base	G																			
	Southern Magnolia	13 &		G	Γ	T	Γ		T					Γ	T	x							
51	Magnolia grandiflora	14	cable codominant	U					-					L		Â							
52	Crape Myrtle Lagerstroemia sp.	10	deadwood, clean base, root treatment, maintain as tree form, no topping	F										×									
53	Crape Myrtle Lagerstroemia sp.	10	deadwood, clean base, root treatment, maintain as tree form, no topping	F										×									
54	White Oak <i>Quercus alba</i>	5		G																			
55	White Oak <i>Quercus alba</i>	5		G																			
	White Oak	-		G		Γ	Γ							Γ	Γ								
	<i>Quercus alba</i> White Oak	5		G		F	┢	F						┢									
57	<i>Quercus alba</i> White Oak	5		-	┢	┢	┝	┝	┢		\vdash	┝	┢		┢	-	\vdash	H	Η	Η			
58	Quercus alba	5	root treatment 2x/yr	Р		L								×									
59	White Oak <i>Quercus alba</i>	5		Р										x									
60	Elm <i>Ulmus</i> sp.	24	deadwood, compaction, long-term ht. reduction, cable and bolt	F	×					×		x	×	x	×	×							
61	Pin Oak <i>Quercus palustris</i>		deadwood removal, root treatment 2x/yr, mulch	F						x				x			x						
67	White Oak <i>Quercus alba</i>	5		G											1								
02	White Oak			G	F	F	┢	t				F	F	F	t				Η	Η			
63	Quercus alba	5		0		\vdash	┝	-	-					╞	\vdash					\square			
64	White Oak Quercus alba	5		G				L															
65	White Oak Quercus alba	5		G																			
66	White Oak Quercus alba	5		G				Γ												Π			
	White Oak			G	F	F	F	T	T			F	F	F	T					Π			
6/	<i>Quercus alba</i> White Oak	5		-	┝	┝	┝	┢	-	-	╞			┢	┢	-	\vdash	\vdash					
68	Quercus alba	5		G																Ц			
69	White Oak Quercus alba	5		G										L									
70	White Oak <i>Quercus alba</i>	5		G																			
71	White Oak <i>Quercus alba</i>	5		G																			
72	White Oak <i>Quercus alba</i>	5		G		Γ														Π			

				÷		Da	Damage Management													
					Com					Deadwood removal	Load Reduction	Height Reduction	Pru	Root Treatment	1		Site Modification	Ins	F	R
Tree I.D.	Species	DBH (in)	Notes	Condition	Compaction	Root	Flare	Trunk	Canopy	emoval	duction	duction	Prune Cycle	atment	Bolt	Cable	fication	Insecticide	Fungicide	Removal
73	White Oak <i>Quercus alba</i>	5		G																
74	White Oak <i>Quercus alba</i>	5		G								25 - 5 /								
75	White Oak Quercus alba	5		G																
76	White Oak <i>Quercus alba</i>	5		G										Γ						
	White Oak <i>Quercus alba</i>	5		G				Γ	T											
	White Oak <i>Quercus alba</i>	5		G																
79	White Oak <i>Quercus alba</i>	5	stunted or new tree, root treatment 2x/yr	Ĕ										×						
80	Crape Myrtle <i>Lagerstroemia</i> sp.	10	slight prune, maintain as tree form, no topping or pollarding	G						x										
81	Crape Myrtle Lagerstroemia sp.		dieback, slight prune, maintain as tree form, no topping or pollarding	F						x				×						
82	White Oak Quercus alba	5.5	remove	н																×

Appendix C: Task Prioritization

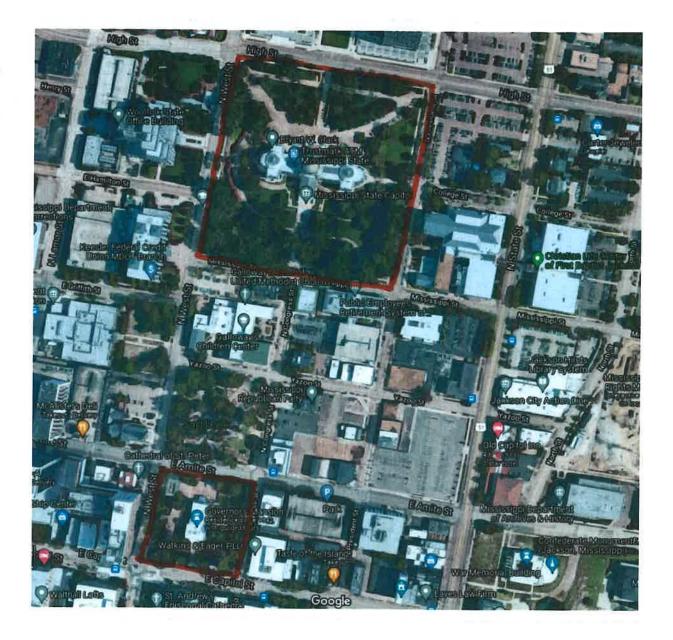
In order to guide the implementation of the recommendations in this management plan, we have ranked main tasks in order of their importance. This ranking is not absolute and may need to be adjusted as time passes. However, those at the top of the ranking should be performed prior to those lower on the list.

Priority	Task
1	Tree hazard mitigation; remove trees indicated as hazards
2	Make changes to care of Asiatic Jasmine as indicated in 5.2.2
3	Tree pruning to remove dead wood
4	Tree pruning to permit pedestrian and vehicular clearance
5	Begin pruning young trees yearly to develop strong structure
6	Begin root treatment program for all trees rated as in fair or poor condition
7	Implement recommendations for turf care as described in 5.1
8	Implement recommendations for shrub and shrub bed care as described in 5.3
9	Put all trees on regular assessment and pruning cycle as indicated in 5.4.1

Appendix E – Map

Google Map Indicating Service Areas

APPENDIX E



<u>Appendix F – Draft Contract</u>

Draft Lawn and Landscaping Services Contract

Appendix F – Draft Contrat

LAWN AND LANDSCAPING SERVICES CONTRACT

This Personal Service Contract ("Contract") is made by and between the Department of Finance and Administration, a state agency, (the "DFA" or "Agency") whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and ______, (the "Contractor") who address is ______, on the 1st day of April 1, 2022, under the following terms and conditions:

1. Scope of Services

The work shall consist of lawn and landscaping services at the following properties:

- 1. The New Capitol and surrounding area; and,
- 2. The Governor's Mansion.

All work performed under the resulting contract, shall be provided on a scheduled basis, by experienced and qualified personnel, who shall be supervised at all times while performing required job duties on State property. Contractor's Account Manager shall be available for periodic meetings as requested by DFA. If, during the term of the contract, irrigation system(s) are, by separate contract, installed at any of the properties identified herein, DFA reserves the right to negotiate pricing for any necessary task related to irrigation of said properties. Such task may including but are not limited to; adjustment of sprinkler heads, adjustment of irrigation schedule, etc.

1.1 The New Capitol – 400 High Street, Jackson MS

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi that lies between North West Street to the west, North President Street to the east, High Street to the North and Mississippi Street to the south. All work shall be similar to that defined and scheduled in Sections 3, 4, and 5 including Appendix A and B of the *Old Capitol Green Landscape Management Plan* (Appendix D) with the following modifications:

- 1. Weed Removal, utilizing physical removal, pre-emergent, or post-emergent herbicides as required, at all sidewalks, hardscape and paved areas shall be included.
- 2. Blowing off promptly of grass clippings and any other debris generated by lawn or landscape maintenance activities shall be included.
- 3. Pruning of trees as defined in 5.4.1 of the *Landscape Management Plan* (Appendix D) shall be excluded.
- 4. Contractor shall obtain soil testing of grounds to verify recommended fertilization types and amounts required prior to first application per schedule.
- 5. In order to maintain the recommended heights as defined in Section 5.1.1 Lawn Cultural Practices and referenced in Table 5-1 in Appendix D, Contractor shall perform mowing during growing period on a regular basis not more frequently than every seven (7) days nor less frequently than every ten (10) days. For the purpose of this contract, growing season shall be considered the period between the first week of March and the first week of November. Mowing is required during non-growing periods, however; frequency during non-growing periods may be reduced to that required to provide a consistent appearance.

- 6. Removal of leaves, twigs, branches and other landscape debris shall be included. All such debris shall be blown or otherwise removed from paved surfaces and parking lots in work area on a regular basis, at least as frequently as mowing occurs. All debris shall be removed from planting beds and adjacent buildings. Leaves and twigs at lawns may be mulched at time of mowing and remain on site provided quantity/build up is not excessive. Larger sticks and branches shall be bagged and/or otherwise removed from site.
- 7. Mulching of shrubs and shrub beds as referred to in 5.3.1 of the *Landscape Management Plan* (Appendix D) shall be included. Pine straw shall be utilized. Mulching shall be performed once each year at the direction of the DFA.
- 8. The recommendation against the use of post-emergent herbicide referred to in 5.1.2.2 of the Landscape Management Plan (Appendix D) shall not apply. The schedule of pesticide application shall be revised from that indicated in 4.1 to as follows:
 - a. Pre-emergent and post-emergent herbicides shall be applied in February and October.
 - b. Post-emergent herbicides shall be applied in May.
- 9. All schedules indicated in 4.1 of the *Landscape Management Plan* (Appendix D) are subject to modifications by DFA to accommodate prevailing weather conditions.

1.2 The Governor's Mansion – 300 E. Capitol Street, Jackson, MS

This area shall include maintenance of all grounds to edge of curb of adjacent City of Jackson streets, including landscaped and hardscaped areas as well as associated parking areas and drives on property operated and maintained by DFA, Office of Capitol Facilities in Jackson, Mississippi. It is bound by South West Street to the west, East Amite Street to the north, North Congress Street to the east, and East Capitol Street to the south. All services shall be defined and scheduled as indicated below:

- 1. Grass shall be cut weekly. Weekly cutting should only take place on Thursday or Friday, weather permitting. Only a 36" walk-behind or push mower shall be used on this property.
- 2. Two pine straw applications per calendar year.
- 3. Spot spray cracks, crevices weekly or as needed.
- 4. Leaf removal in the fall, weekly.
- 5. Demo, bed prep and installation of annuals. Bed prep for annual installation shall include tilling, fertilizer, pre-emergent, and fungicide. All bed prep should be included in your submitted bid. Installation will include approximately 2,350 annuals which will be provided by DFA. All bed maintenance shall be coordinated with the Director of Capitol Facilities.
- 6. The maintenance of the east garden at the Governor's Mansion <u>shall not</u> be included within the scope of this IFB or resulting contract.

1.3 Service Hours

Regular working hours shall be as follows:

1. The New Capitol should only be cut on Monday mornings as early as possible, weather permitting. Upon contract award, Vendor must coordinate weekly service times with the Director of Capitol Facilities prior to any services being provided. If services are being provided during a time when functions are being held on the Capitol grounds or in the Capitol building, Vendor may be asked to stop and return at a later date and/or time in coordination with the Director of Capitol Facilities.

- 2. The Governor's Mansion should be cut only on Thursdays and Fridays. Vendor must coordinate weekly service times with the Director of Capitol Facilities one (1) day prior to any services being provided.
- 3. In the event of a conflict of service times and dates between the two (2) properties, the Vendor shall coordinate the service time for each property with the Director of Capitol Facilities.

1.4 Background Checks

Upon contract award, Vendor shall provide to DFA a list of names and driver's licenses numbers for any and all crew members who will provide services at the contract locations. Background checks shall be performed by the Department of Public Safety (DPS) and must be completed prior to any services being performed on the Mansion or New Capitol grounds. Should new members be added to the crew during the contract term, Vendor shall provide immediate notice to DFA, including the necessary information in order for DPS to complete the background checks. Crew members will not be allowed on the Mansion or New Capitol grounds without a completed background check by DPS.

2. Contract Term

- The effective date of this Contract will be April 1, 2022. This Contract's term will be for three

 (3) years with two (2) optional one-year renewals to be exercised at the discretion of DFA. By
 August 1st of each subsequent year of the contract, DFA will notify the Contractor, in writing,
 of DFA's intent as to renewal of the Contract.
- 2. All records and information provided by DFA to Contractor are the sole property of the DFA and shall be returned to the DFA within thirty (30) days of the termination date of this Contract.
- 3. Upon termination of this Contract, Contractor shall cooperate with the DFA and the new Contractor during the transition of the DFA's business to the new Contractor. Upon request from the DFA, Contractor shall provide all DFA information maintained by Contractor in a time frame specified by the DFA.

3. Consideration

The DFA agrees to compensate Contractor for services approved by the DFA and performed by Contractor under the terms of this Contract as follows:

- The fees listed in Exhibit A Pricing shall constitute the entire compensation due to Contractor for services and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The total contract value shall not exceed \$______. The DFA shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by Contractor to the DFA shall be made only after said services have been duly performed and properly invoiced. The fees listed in Exhibit A – Pricing of this contract are firm for the duration of this contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- 2. Contractor must submit all invoices, in a form acceptable to the DFA (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor. No additional compensation will

be provided by the DFA for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the DFA.

3. The payment of an invoice by the DFA shall not prejudice the DFA's right to object or question any invoice or matter in relation thereto. Such payment by the DFA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the DFA, on the basis of audits, not to constitute allowable costs.

4. Availability of Funds

It is expressly understood and agreed that the obligation of the DFA to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

6. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. Recovery of Money

Whenever, under the Contract, any sum of money shall be recoverable from or payable by Contractor to the DFA, the same amount may be deducted from any sum due to Contractor under the Contract or under any other Contract between Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of Contractor.

8. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

9. Compliance with Laws

Contractor understands that DFA is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and Contractor agrees during the term of this Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

11. Site Rules and Regulations

Contractor shall use its best efforts to ensure that its employees and agents, while on DFA premises, shall comply with site rules and regulations.

12. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

13. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that DFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to DFA pursuant to the contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. DFA shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Disclosure of Confidential Information

In the event that either party to this Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this contract.

15. Transparency

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Contractor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

16. Contractor Personnel

The DFA shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the DFA reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

17. Independent Contractor

Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the DFA. Nothing contained herein shall be deemed or construed by DFA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. DFA shall not withhold from the Contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any

insurance coverage or other benefits, including Workers' Compensation, normally provided by DFA for its employees.

18. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject Contractor to the following: (i) termination of this Contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (ii) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (iii) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

20. License Requirements

Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

21. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by Contractor is considered by DFA to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by DFA, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, DFA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

22. Debarment and Suspension

Contractor certifies to the best of its knowledge and belief, that it: (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi; (ii) Has not, within a three-year period preceding this proposal, been convicted of

or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; (iii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and, (v) Has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

23. Modification or Renegotiation

This Contract may be modified only by written amendment signed by the parties hereto. The parties agree to renegotiate the Contract if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Contract necessary.

24. **Procurement Regulations**

This Contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-efficetive-01182020.pdf.

25. Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

26. Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

27. Termination upon Bankruptcy

This Contract may be terminated in whole or in part by DFA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total Contract price.

28. Termination for Convenience

- A. <u>Termination</u>. The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.
- B. <u>Contractor's Obligations</u>. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they

relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29. Termination for Default

- A. <u>Default</u>. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. <u>Contractor's Duties</u>. Notwithstanding termination of the Contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- C. <u>Compensation</u>. Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience. (As used in this paragraph of this clause, the term "subcontractor" means a subcontractor at any tier).

- E. <u>Erroneous Termination for Default</u>. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.
- F. <u>Additional Rights and Remedies</u>. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

30. Stop Work Order

- A. Order to stop work. The Chief Procurement Officer, may by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either (i) cancel the stop work order; or (ii) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
- B. <u>Cancellation or Expiration of the Order</u>. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if: (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and, (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- C. <u>Termination of Stopped Work</u>. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. <u>Adjustment of Price</u>. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

31. Price Adjustment

- A. <u>Price Adjustment Methods</u>. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - a. by agreement on a fixed price adjustment before commencement of the additional performance;
 - b. by unit prices specified in the contract;
 - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

d. by a price escalation clause.

B. <u>Submission of Cost or Pricing Data.</u> Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

32. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by the DFA and agreed to by the Contractor.

33. Ownership of Documents and Work Papers

The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Contract which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DFA upon termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DFA and subject to any copyright protections.

34. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

35. Third-Party Action Notification

Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

36. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the State's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

37. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

38. Change in Scope of Work

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the DFA and the Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the Contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

39. Disputes

Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DFA who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

40. Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

41. Failure to Enforce

Failure by the DFA at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.

42. Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

43. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by DFA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by DFA, whichever event occurs first. These records shall be made available for inspection during regular business hours and with reasonable advance notice during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

44. Right to Inspect Facility

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

45. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

46. Licenses

Mississippi law regulates the professional licensures to perform some of the tasks that will be necessary to perform the work of this contract. Specifically, the following licenses are required: Horticultural Pest Control License, Horticultural Weed Control License, and Landscape Horticulturalist License. Bidder shall document on the Bid Cover Sheet (Appendix A) individuals with Bidder's company holding the licenses required and represent that such licenses shall be maintained throughout the contract term. Except for the Landscape Horticulturalist License which must be held by the Bidder, the license holder may be a proposed sub-contractor but this must be indicated on the Bid Cover Sheet (Appendix A) and additional References (Appendix C) shall be provided for any proposed sub-contractor for Bidder to be considered responsive.

47. Insurance

The Contractor shall maintain, at its own expense, the following insurance:

- The Bidder shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the Office while in the company's possession. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 2. The Bidder shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 3. The Bidder shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of Two Hundred Fifty Thousand dollars (\$250,000) with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

4. The Bidder shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.

48. Notices

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth in this section. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

If to DFA:

Attention: Saranne Smith Department of Finance and Administration Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39205-0267

If to the Contractor:

Attention:

49. Priority

The contract consists of this agreement including Exhibit A, *Pricing*, the bid submitted by Contractor dated ______ (hereinafter "*Bid*" and attached as Exhibit B), the Invitation for Bids (RFx# 3160004648) (hereinafter "*IFB*" and attached as Exhibit C). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the Bid and, if still unresolved, by reference to the IFB. Omission of any term or obligation from this agreement or attached Exhibits A, B, or C shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

In witness whereof, the parties hereto have caused this Contract to be executed by their duly authorized representatives as follows:

Contractor	Department of Finance and Administration
Ву:	 By:
Name:	 Name:
Title:	 Title:

EXHIBIT A PRICING

EXHIBIT B

THE CONTRACTOR'S RESPONSE TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S INVITATION FOR BIDS FOR LAWN AND LANDSCAPE SERVICES DATED _____

EXHIBIT C

THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S INVITATION FOR BIDS FOR PEST CONTROL SERVICES DATED OCTOBER 29, 2021

AFFIDAVIT OF PUBLICATION THE CLARION-LEDGER

TO: MS DEPT. FINANCE & ADMINISTRAT 501 N WEST ST STE 1301B JACKSON, MS 39201 Acct# TCL-C64008

This is not an invoice

of Affidavits1

Ad Number: 0004975403

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

10/29/2021, 11/05/2021

Size: 134 words / 1 col. x 22 lines Published: 2 time(s)

Now due on said account is \$39.48

Signed Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on November 05, 2021.

Notary Public. State of Wisconsin. County of Brown

My commission expires

(SEAL)

KATHLEEN ALLEN
Notary Public
State of Wisconsin

INVITATION FOR BIDS FOR LAWN AND LANDSCAPING SERVCES The Missispip Department of Finance and Administration (DFA), Office of Pro-curement and Contracts, has issued an In-vitation for Bids (IFB) for the purpose of securing a qualified vendor to provide lawn and landscaping services for the Of-fice of Capitol Facilities at the New Capitol Building and the Governor's Mansion (RFA #3166004648). Detailed information may be obtained at https://www.dfa.ms.govibi d-fp-notices/ or by contacting Saranne Smith at (601) 359-5078 or via email at procurementriMfa.ms.zov. Bids must be submitted in writing no later than 2:00 PM CST, December 7, 2021 and will be opened immediately thereafter. The DFA reserves the right to accept or reject any or all proposals, cancel the IFB, or issue an-uter IFB.

-0004975403-01

search for Bid Opportunities and Public Notifications (sole source, intent to Award, and Protective Order Request) using **Keyword** or **Advanced Search Options**. State Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

dfa

Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	÷
MS DEPT FINANCE AND ADMINISTRATION	1130-22-R-IFBD-00038	3160004648	Major Procurement PERSONNEL SERVICES NON-IT	Open	10/29/2021	12/07/2021	12/07/2021	View Contact
			The Mississippi Department of Finance and Administration (DF					
2			Attachment - Governors Mansion and New Capitol					
MS DEPT FINANCE AND ADMINISTRATION	1130-22-R-IFBD-00030-V01	3160004622	Major Procurement PERSONNEL SERVICES NON-IT	Open	10/22/2021	11/30/2021	11/30/2021	View Contact
			The Mississippi Department of Finance and Administration (DF					
24			Attachment - Lawn and Landscaping Services Amendment Number 1 Attachment - Lawn and Landscaping Services IFB Posting					



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Resources		
MS.GOV	MS DFA: Bureau of Building	Statewide Contract Item Catalog
MS DEPT of Information Technology Services (ITS)	MS DFA: Office of Purchasing	MS.Gov Help Portal
Mississippi's Chosen Payment Network	MS DFA: Office of Personal Service Contract Rev	iew
Paymode	Mississippi Management and Reporting System	

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12:51 PM 10/29/2021

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Home > Bid / RFP Notices

BID and RFP NOTICES

Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each RFP that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific RFP for contact information.

DFA ACTIVE PROCURMENTS

RFx # 3160004622- Lawn and Landscaping Services

- Invitation for Bids
- Amendment #1

RFx # 3160004648 - Lawn and Landscaping Services- New Capitol and Governor's Mansion

Invitation for Bids

DFA COMPLETED PROCURMENTS

Completed procurements are provided for informational purposes only.

View a list of completed procurements

Bureau of Building, Grounds and Real Property Management

- RFP / RFQ (Request for Proposal / Request for Qualifications)
- Bid Solicitations (construction, etc.)
- RFP / RFQ / Bid Solicitations (Lease / Real Property Management)
- RLP Cancellation Notice

Capitol Complex Improvement District (CCID)

Current RFP / RFQ (Request for Proposal / Request for Qualifications)

Office of Personal Service Contract Review

Current Bids and Proposal

Office of Purchasing, Travel, and Fleet Management

Current Bids and Proposals







STATE OF MISSISSIPPI GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

BID OPENING SIGN-IN

Lawn and Landscaping Services IFB/RFx 3160004648

New Capitol and Governor's Mansion

December 7, 2021

2:15 PM

NAME (PRINT) Wester Hardin	COMPANY/AGENCY RCZ
BRAN, WARB	US LAWNS
JASON THOMAS	NFA-CAP. FACILITIES
Teni Ashky	OFA-UPC (
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STATE OF MISSISSIPPI GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

Lawn and Landscaping Services IFB/RFx 3160004648

New Capitol and Governor's Mansion

Bid Opening December 7, 2021

REGISTER OF BIDS

VENDOR NAME	BID PRICE	METHOD OF BID (MAGIC/Paper Copy)
U.S. LAWNS	\$255,616.00 3-YEAR	PAPER
ROTOLO CONSULTANTS	\$255,616.00 3-YEAR \$227,848.0] 3-YEAR	PAPER

POST OFFICE BOX 267 * JACKSON, MISSISSIPPI 39205 * TEL. (601) 359-3402 * FAX (601) 359-2405



Home > Bid / RFP Notices

BID and RFP NOTICES

Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each RFP that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific RFP for contact information.

MAGIC

DFA ACTIVE PROCURMENTS

RFx # 3160004622- Lawn and Landscaping Services

- Invitation for Bids
- Amendment #1

RFx # 3160004648 - Lawn and Landscaping Services- New Capitol and Governor's Mansion

- Invitation for Bids
- Amendment #1

RFx # 3150003927 - Procurement Card Services

- Request for Information
- Appendix A: Informational Response Form

DFA COMPLETED PROCURMENTS

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Bureau of Building, Grounds and Real Property Management

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- Bid Solicitations (construction, etc.)
- RFP / RFQ / Bid Solicitations (Lease / Real Property Management)
- RLP Cancellation Notice

Capitol Complex Improvement District (CCID)

Current RFP / RFQ (Request for Proposal / Request for Qualifications)

APPLICATIONS BID / RFP NOTICES BRICKS - CONSTRUCTION/RPM

Office of Personal Service Contract Review

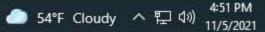
Current Bids and Proposal

Office of Purchasing, Travel, and Fleet Management

Current Bids and Proposals

ACE

CCID





Agency	Smart Number	RFx Number	Description	Status	Advertised Date	Submission Date	RFx Opening Date	Å :
MS DEPT FINANCE AND ADMINISTRATION	1130-22-R-RFIN-00003- V01	<u>3150003927</u>	Major Procurement PERSONNEL SERVICES NON-IT	Open	11/02/2021	11/15/2021	11/15/2021	<u>View</u> <u>Contact</u>
			The Mississippi Department of Finance and Administration (DF					
			Attachment - Appendix A - Response Form Attachment - Request for Information					
MS DEPT FINANCE AND ADMINISTRATION	<u>1130-22-R-IFBD-00038-</u> <u>V01</u>	3160004648	Major Procurement PERSONNEL SERVICES NON-IT	Open	10/29/2021	12/07/2021	12/07/2021	<u>View</u> <u>Contact</u>
			The Mississippi Department of Finance and Administration (DF					
			Attachment - Governors Mansion and New Capitol Attachment - Lawn and Landscaping Services Amendment Number 1					
MS DEPT FINANCE AND ADMINISTRATION	<u>1130-22-R-IFBD-00030-</u> <u>V01</u>	3160004622	Major Procurement PERSONNEL SERVICES NON-IT	Open	10/22/2021	11/30/2021	11/30/2021	<u>View</u> Contact
			The Mississippi Department of Finance and Administration (DF					
			Attachment - Lawn and Landscaping Services Amendment Number 1 Attachment - Lawn and Landscaping Services IFB Posting					

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			and School Emplo Attachment - Appendix A Draft TPA Services Contract Attachment - MDFA OI RFP for TPA					
EPT FINANCE AND ADMINISTRATION	<u>1130-22-R-IFBD-00038-V02</u>	<u>3160004648</u>	Major Procurement PERSONNEL SERVICES NON-IT The Mississippi Department of Finance and Administration (DF Attachment - Amendment 2 QA Attachment - Governors Mansion and New Capitol Attachment - Lawn and Landscaping Services Amendment Number 1	Open	10/29/2021	12/07/2021	12/07/2021	<u>View Contact</u>
EPT FINANCE AND ADMINISTRATION	<u>1130-22-R-IFBD-00030-V04</u>	3160004622	Major Procurement PERSONNEL SERVICES NON-IT The Mississippi Department of Finance and Administration (DF Attachment - Amendment #3 Attachment - Amendment 2 Attachment - Amendment 4 QA Revision Attachment - Lawn and Landscaping Services Amendment Number 1 Attachment - Lawn and Landscaping Services IFB Posting	Open	10/22/2021	11/30/2021	11/30/2021	<u>View Contact</u>

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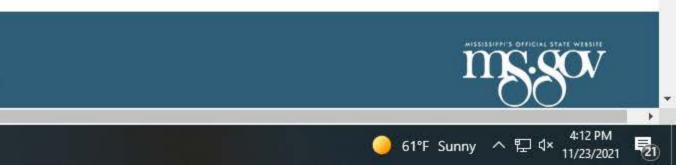


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of each REP that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific REP for contact information.

DFA ACTIVE PROCUREMENTS

RFX - 31200002351 - Commercial Property Insurance Brokerage Services

Request for Proposals

RFx 3120002270 - RFP for Third Party Administration Services

- Request for Proposals
- Appendix A. Draft Third Party Administration Services Contract

RFx # 3160004622- Lawn and Landscaping Services

- Invitation for Bids
- Amendment #1
- Amendment #2
- Amendment #3
- Amendment #4

RFx # 3160004648 - Lawn and Landscaping Services- New Capitol and Governor's Mansion

- Invitation for Bids
- Amendment #1
- Amendment #2

RFx # 3150003927 - Procurement Card Services

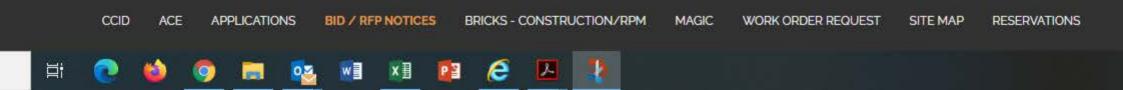
- Request for Information
- Appendix A: Informational Response Form

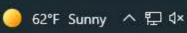
"RFx 3160004640 - IFB for Excess Workers' Compensation Insurance Brokerage Services

- Invitation for Bids
- Attachment E, Draft Excess Workers' Compensation Insurance Brokerage Services Contract

DFA COMPLETED PROCURMENTS

Completed procurements are provided for informational purposes only.









Appendix A - Bid Cover Sheet

The Office of Procurement and Contracts is currently accepting bids for Lawn and Landscaping Services. Bids are to be submitted as directed in Section 1.2, *Bid Submission Requirements*, of this IFB, on or before December 7, 2021 by 2:00 PM CST.

Name of Company	Plantscape, Inc. dba US Lawns of Jackson
Company Representative	Brady Watts
Company Representative Title	General Manager
Mailing Address	690 Century Place
Mailing City, State, Zip	Ridgeland, MS 39157
Telephone:	601.856.8928
E-Mail Address:	uslawns.jackson@gmail.com

Please identify the Office/Branch which will provide services for the Department of Finance and Administration if different from above:

Office Contact Person	Same
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

Are you currently registered as a Supplier in MAGIC? X YES NO

If known, what is your supplier number? VND208561201

Are you currently registered with PayMode? X YES NO

In addition to providing the above contact information, please answer the following questions regarding your company:

- What year was your company established? 1999
- How many years and/or months has your company been in the business of performing the services procured by this IFB? 23
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

No.

• How many accounts of comparable type and/or size of operation has your company provided these services for in the past five (5) years?

50+

• Has your company ever been involved in a lawsuit involving any area covered by the IFB? If yes, provide details including dates and outcomes.

No.

• Bidder represents that it has all required licenses and will maintain such throughout the contract term. Such licenses include, but are not necessarily limited to the following: (Please include a copy of license(s) or permit(s) with bid submission.)

Type of License	Name of Licensee	Company	Certificate Expiration
Horticultural Pest Control Licensee	David Pursell	US Lawns of Jackson	7/30/2024
Horticultural Weed Control	David Pursell	US Lawns of Jackson	7/30/2024
Landscape Horticulturalist	David Pursell	US Lawns of Jackson	7/30/2024

Signature: _____

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_____Date: 12/0/2021

Appendix B - Bid Form

Company Name: Plantscape, Inc. dba US Lawns of Jackson

	BID										
Bid shall include the provision of services at the New Capitol Building and Governor's Mansion.											
	Year 1	Year 2	Year 3	3 Year	Year 4*	Year 5*					
Annual				Total							
Cost	^{\$} 83,940	\$ 85,199	^{\$} 86,477	\$ 255,616	\$ 88,638	^{\$} 90,854					

*Optional renewal years

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

- 1. That the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
- 2. That the Bidder meets all requirements and acknowledges all certifications contained in the IFB, Appendices and Attachments thereto;
- 3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix F);
- 4. That the Bidder has read the attached Draft Contract (Appendix F) and agrees to sign a similar contract;
- 5. That the Bidder has read the required clauses indicated by the blue, italic font in the attached Draft Contract (Appendix F) and agrees to sign a contract containing those clauses without modification;
- 6. That the Bidder will perform the services required at the prices quoted above;
- 7. That the Bidder has submitted copies of the required licenses as referenced on Appendix A, Bid Cover sheet;
- 8. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in Section 2, Minimum Qualifications and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
- 9. That the pricing submitted will remain firm for the contract term; and,
- 10. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- 11. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- 12. <u>NON-DEBARMENT</u> By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

- 13. <u>INDEPENDENT PRICE DETERMINATION</u> The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
- 14. <u>PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES</u> The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 15. <u>REPRESENTATION REGARDING CONTINGENT FEES</u> The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
- 16. <u>REPRESENTATION REGARDING GRATUITIES</u> The Bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Office of Personal Service Contract Review Rules and Regulations as updated and replaced by PPRB.
- 17. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
- 18. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

12/6/2021

Signature:

Date:



690 Century Place Ridgeland, MS 39157 (601) 856 8928

Plantscape, Inc. dba US Lawns of Jackson

690 Century Place

Ridgeland, MS 39157

MS Dept of Finance and Administration

RFx#3160004648

Section 2 Minimum Qualifications

- 1. Company started in 1999 with a focus on commercial landscape maintenance. Multiple properties maintained with like size proportions. These would include but not limited to:
 - a. Jackson Academy (see Appendix C)
 - b. St. Andrews Episcopal School (see Appendix C)
 - c. Cypress Lake HOA (see Appendix C)
 - d. Dogwood Festival
 - e. Wrights Mill HOA
 - f. North Park Mall
 - g. South Point Business Park
- 2. Licenses included in Appendix A
- 3. Attached Insurance Certificate
- 4. Attached Insurance Certificate
- 5. Attached Insurance Certificate
- 6. Attached Insurance Certificate
- 7. In Compliance



WPHARIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2021

								/23/2021
∖ C E	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	rivel Sur	Y O	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR AL	TER THE C	OVERAGE AFFORDED BY TH	HE POLICIES
H	MPORTANT: If the certificate holde f SUBROGATION IS WAIVED, subje his certificate does not confer rights f	ct to) the	terms and conditions of	the policy, certain	policies may		
	DUCER		Cen	incate noider in ned of St	CONTACT NAME:	<i>ŀ</i>		
Fis	her Brown Bottrell Insurance, Inc.				NAME: PHONE (A/C, No, Ext): (601)	960-8200	FAX (A/C, No):(601)	208-7484
). Box 1490 kson, MS 39215				E-MAIL ADDRESS:		(A/C, N0):(001)	200-1-0-
							RDING COVERAGE	NAIC #
				······································	INSURER A : Middle			23434
INSI	JRED					asualty ins	surance Company	12472
	Plantscape, Inc.dba U.S. La 690 Century Place	wns	of Ja	ckson	INSURER C :			
	Ridgeland, MS 39157				INSURER D :			
	·····				INSURER E :			
<u> </u>	VERAGES CER		CATE	E NUMBER:	INSURER F :	·····		
	HIS IS TO CERTIFY THAT THE POLICI						REVISION NUMBER:	
II C	NICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH		TAIN.	ENT, TERM OR CONDITIO	N OF ANY CONTRA DED BY THE POLIC	CT OR OTHE	R DOCUMENT WITH RESPECT TO BED. HEREIN IS SUBJECT TO ALL	WHICH THIS
NSR		ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
A		1000	100		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE \$	1,000,000
	CLAIMS-MADE X OCCUR			A01297730003	8/29/2021	8/29/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	500,000
							MED EXP (Any one person) \$	10,000
							PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			· · ·			GENERAL AGGREGATE \$	3,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$	2,000,000
	OTHER:						S	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
				A01297730003	8/29/2021	8/29/2022	BODILY INJURY (Per person) \$	
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
A	X UMBRELLA LIAB X OCCUR						\$\$	1,000,000
	EXCESS LIAB CLAIMS-MADE			A01297730003	8/29/2021	8/29/2022	EACH OCCURRENCE \$	1,000,000
	DED X RETENTION \$ 0	1					AGGREGATE \$ ProdCompOpsAgg	1,000,000
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	.,
	ANY PROPRIETOR/PARTNER/EXECUTIVE			028000021666121	3/2/2021	3/2/2022	E.L. EACH ACCIDENT \$	500,000
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE \$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			101007700000			E.L. DISEASE - POLICY LIMIT \$	500,000
Α	Equipment Floater			A01297730003	8/29/2021	8/29/2022	Per Jobsite	4,000
nsu Com	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI eral Liability and Automobile Liability p red's operations per written contract wi pensation policies as per written contra lity and/or automobile liability policies a	ith ins	surea ith th	. A blanket waiver of subro e insured. The umbrella po	ogation applies on t	he General Li onal insureds	ability Automobile and Worker	
CEI					CANCELLATION]
	TO WHOM IT MAY CONCER	N			THE EXPIRATION ACCORDANCE WI		ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE Y PROVISIONS.	LED BEFORE LIVERED IN
	1				Am Man	3/		
10	ORD 25 (2016/03)			L	© 19	88-2015 AC	ORD CORPORATION. All rig	hts reserved
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STATE OF MISSISSIPPI PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE AND COMMERCE BUREAU OF PLANT INDUSTRY MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. 32197

Company Location No. 149301

Date Issued - April 09, 2021

18

3671718

DAVID BRIAN PURSELL 690 CENTURY PLACE RIDGELAND, MS 39157

81. 118

Still S

The above named individual has complied with the provisions of § 69-19-1 - 69-19-15, Mississippi Code in the license categories HCPL, AQWL, HCWL, LSL, 1972, and is entitled to engage in professional services for U.S. LAWNS OF JACKSON



EXPIRES: July 30, 2024

Michael Hudle

ST.J

16

S. Wils

Michael Ledlow, Director

Appendix C – References

Company Name: Plantscape, Inc. dba US Lawns of Jackson

Client Name	Jackson Academy
Contact Name and Title	Stacy Taylor, Director of Plant Operations
Contact Telephone Number	601.942.9056
Email Address	stacytaylor@jacksonacademy.org
Services Provided/Acreage	Turf Grass Maintenance, Landscape Maintenance, Landscape weed control, Annual Color +/- 40 acres
Dates of Service	2015 - Present
Client Name	St. Andrews Episcopal School
Contact Name and Title	Brad Swinney, Director of Operations
Contact Telephone Number	601.853.6026
Email Address	swinneyb@gosaints.org
Services Provided/Acreage	Turf Grass Maintenance, Landscape Maintenance, Landscape weed control,+/- 40 acres
Dates of Service	2016 - Present
Client Name	Cypress Lake HOA
Contact Name and Title	John Reeves, HOA Board Member
Contact Telephone Number	601.942.0103
Email Address	john@johnrreeves.com
Services Provided/Acreage	Turf Grass Maintenance, Landscape Maintenance, Landscape weed control, Annual Color +/- 49 acres
Dates of Service	2011 - Present

Additional references may be provided on a separate page.

Amendment Number One Lawn and Landscaping Services RFx#: 3160004648

The Office of Procurement and Contracts, through this Amendment Number One, modifies RFx #: 3160004648, Lawn and Landscaping Services Invitation for Bids issued on October 29, 2021. The following Sections of the IFB are hereby modified:

1. Section 1.4, <u>Important Dates</u>, is deleted and replaced with the following:

October 29, 2021	Invitation for Bids released
November 9, 2021	Governor's Mansion Site Visit
November 16, 2021	Deadline to submit questions
November 23, 2021	Responses to questions to be posted
December 7, 2021	Bids submission deadline by 2:00 PM CST
December 7, 2021	Bid Opening at 2:15 PM CST
January 10, 2022	Notice of Intent to Award published
April 1, 2022	Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of *Procurement and Contracts.*

1.4.1 Site Visits

The site visit shall begin at approximately 11:30 a.m. (CST) and end at 12:00 p.m. (CST) Any vendor wishing to participate in the site visit shall complete the attached Vendor Information form. The completed Vendor Information form <u>must</u> be emailed to <u>procurement@dfa.ms.gov</u> by 11:00 a.m. (CST), Monday November 8, 2021. <u>Failure to</u> <u>submit the form by the date and time required will result in the vendor not being able to</u> <u>participate in the site visit.</u>

The name(s) submitted on the Vendor Information Form shall be the only individual(s) allowed access to the mansion grounds. Any name(s) not submitted <u>will not</u> be allowed access. No exceptions to this requirement will be granted. Vendors are allowed to submit multiple names in case of conflict.

Questions will not be taken or answered during the site visit. All questions shall be submitted in writing on the Q&A template in accordance with Section 1.5, Questions and Answers of this IFB.

As stated in Section 1.6, Acknowledgment of Amendments of the Invitation for Bids: "Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission".

Receipt of Amendment Number 1 Acknowledged:

Company:	PLANTSCAPE INC. dbe USLANNS OF JACKSON
By:	Alvitte
Printed:	BRADY WATTS
Title:	GENERA MANAGER

Lawn and Landscaping Services IFB - Amendment Number 1

Vendor Name:

Name:	License State and Number

Lawn and Landscaping Services IFB – Amendment Number 1

Solicitation #: RFX#3160004648

11/23/2021

Date:

Amendment 2 Question and Answer Document

Page 1 of 4

10	0	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	7
ω		ω	ω
10-11	10-11	10-11	10-11
Are fertilization application required for all bed and turf areas, or just for the annual areas?	Are pre and post emergent applications for the bed areas only, or should the contractor include turf pre and post applications?	If irrigation monitoring is required, could you please provide a zone count for each location?	Is irrigation monitoring required?
Please see response to Question #9.	Pre and Post emergent applications will be utilized at all sidewalks, hardscape and paved areas as stated in Section 3.1.1 and for flower beds as stated in 3.2.5. Pre and Post emergent should not be utilized for any turf.	Please see the response to question #7.	 There is no irrigation monitoring required at the Governor's Mansion. Currently, an irrigation system is being installed on the grounds of the New Capitol. As stated in Section 3 of the IFB, if at any time during the term of the contract, irrigation system(s) are, by separate contract, installed at any of the properties identified within the IFB, DFA reserves the right to negotiate pricing for any necessary task related to irrigation of said properties.

Page 2 of 4

Solicitation #: RFX#3160004648

Date:

11/23/2021

15	14	13	12	11	Question #
3.2	3.1 &3.2	3.4	3.4	ω	Section #
11	10	12	12	10-11	Page #
Where is the approved area to park vehicles while maintaining the Governor's Mansion/Capitol?	Are restroom facilities available at either site?	Will employees be issued badges that must be displayed at the Governor's Mansion and Capitol?	Are there security check points for entering the Governor's Mansion/Capitol? How long will it take for a crew to be cleared to enter the grounds upon each visit?	If fertilization applications are required, how many applications should the contract bid?	Question
Approved staff will be allowed to park on the Governor's Mansion grounds upon arrival. Approved staff working at the New Capitol are asked to park on the south side of the grounds on Mississippi Street.	No, restrooms are not available.	Yes, once contractor staff clears a background check (see section 3.4). Approved staff will be given a visitor badge and vehicle marker upon each arrival at the Mansion. Only approved staff who have cleared background checks will be allowed on Mansion and Capitol grounds.	 Yes, there are security check points for the Governor's Mansion. There are no security check points at the New Capitol. Please refer to section 3.4 of the IFB. Background checks should be cleared before work begins on the property. This should prevent any delays to entering the grounds. 	Contractor shall only use fertilization and fungicide during each seasonal installation of annual plantings.	DFA Response

Date:

Solicitation #:

RFX#3160004648

11/23/2021

Page 3 of 4

Solicitation #: RFX#3160004648

Date: 11/23/2021

Question #	Section #	Page #	Question	DFA Response
16	3.1 and 3.2	10-11	Is the State or the Contractor responsible for providing the mulch material (pine straw)?	The contractor is responsible for providing mulch material and pine straw.
17	2	9	Would DFA consider lowering the years in business from five years to four? If not, would DFA consider the experience of the project manager as commensurate experience?	No, the minimum qualifications will remain as stated in the IFB.

amendment. The acknowledgment must be included in the bid submission. Per Section 1.6, Acknowledgment of Amendments, Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the

By: Title: Printed: Company: Receipt of Amendment Number 2 Acknowledged: REAMTSCAPE INC dba US LAWNS OF JACKSON BRADY WATTS General MANAGER All hitte

Vendor Name: PLANTSCAPE INC. DBA US LAWNS OF JACKSON

Name:	License State and Number		
BRADY WATTS	800439541 MS		

Vendor Name: GC Logistics, LLC

Name:	License State and Number	
Caleb Smith	Mississippi, 1129527	

Vendor Name: Rotolo Consultants, Inc.

Name:	License State and Number		
Wesley Hardin	Mississippi	801363704	



Home > Bid / RFP Notices

BID and RFP NOTICES

Amendments or clarifications will be posted at this site. It is your responsibility to routinely check the website for amendments or clarifications that may be issued. It is a requirement of each RFP that you include a signed amendment form with your response. If you have questions regarding an amendment/clarification, please refer to the specific RFP for contact information.

DFA ACTIVE PROCUREMENTS

RFX - 31200002351 - Commercial Property Insurance Brokerage Services

- Request for Proposals
- Amendment Number 1

RFx 3120002270 - RFP for Third Party Administration Services

- Request for Proposals
- Appendix A, Draft Third Party Administration Services Contract
- Amendment One

RFx # 3160004622- Lawn and Landscaping Services

- Invitation for Bids
- Amendment #1
- Amendment #2
- Amendment #3
- Amendment #4
- Notice of Bid Opening for Lawn and Landscaping
- · Notice of Intent to Award

RFx # 3160004648 - Lawn and Landscaping Services- New Capitol and Governor's Mansion

- Invitation for Bids
- Amendment #1
- Amendment #2
- Notice of Bid Opening for Lawn and Landscaping New Capitol and Governor's Mansion
- · Notice of Intent to Award

RFx 3160004640 - IFB for Excess Workers' Compensation Insurance Brokerage Services

- Invitation for Bids
- Attachment E, Draft Excess Workers' Compensation Insurance Brokerage Services Contract
- Amendment #1

ACE APPLICATIONS

01

BID / RFP NOTICES BRICKS - CONSTRUCTION/RPM

MAGIC MAGIC HR

RESERVATIONS

Type here to search





State of Mississippi State Office of Procurement and Contracts

2021 Lawn and Landscaping Services IFB - Reference Questions **RFx: 3160004648**

Vendor Name: Rotolo Consultants, Inc. (RCI)

Client Name	City of Memphis
Contact Name	David Howell on behalf of Robert Knecht
Contact Title	City of Memphis-Director of Public Works
Phone Number	901-636-6762
Email Address	pubworks@memphistn.gov

- 1. Please confirm that RCI provides Lawn and Landscaping services for you: Yes X____ No ____
- 2. How long they have provided such services? __2014_____
- 3. How many properties are included in your contract with RCI? ____600 acres medians and and state routes_____
- 4. Approximately, how much land is included in the serviced properties? _____see above
- 5. Briefly describe the services provided:

600 acres across miles of the city of Memphis...consists of medians and state routes, mowing and litter over all acres.

_X___ Weed removal – using pre-emergent and post-emergent herbicides

- __X___ Blowing off property
- _____ Pruning _____Mulching
- __X__Root treatment
- ____X___ Lawn irrigation

6. If you called RCI to discuss a performance issue, were they available to take your call or did you have to wait on a call back?

____X___ Available to take call _____ Had to wait on a call back

7. How satisfied were you with how the issue was resolved?

1 - Very Dissatisfied	2 - Dissatisfied	3 - Satisfied	4 - Very Satisfied
4 - very satisfied always wi	lling to work with t	he city.	

8. What is your **overall satisfaction** with RCI's Lawn and Landscaping services?

1 - Very Dissatisfied	2 - Dissatisfied	3 - Satisfied	4 - Very Satisfied
4 -very satisfied			

9. Given your experience, would you hire RCI again?Yes _X____ No _____

10. Is there any other information that you feel would be of importance to us regarding the Lawn and Landscaping services provided to you by RCI?

Very satisfied with RCI's overall performance. No issues, any problems or add ons addressed promptly.

Thank you so much for your help.

State of Mississippi State Office of Procurement and Contracts

2021 Lawn and Landscaping Services IFB - Reference Questions RFx: 3160004648

Vendor Name: Rotolo Consultants, Inc. (RCI)

Client Name	City of Slidell
Contact Name	Mike Noto
Contact Title	City of Slidell – Deputy CAO
Phone Number	985-646-4330
Email Address	mnoto@cityofslidell.org

- 1. Please confirm that RCI provides Lawn and Landscaping services for you: Yes X____ No ____
- 2. How long they have provided such services? 10 years
- 3. How many properties are included in your contract with RCI? <u>15 Interstate interchanges, I-10</u> about 15xs a year anywhere from 3-5-15 acres, and various properties.
- 4. Approximately, how much land is included in the serviced properties? <u>500 acres</u>
- 5. Briefly describe the services provided:

X Weed removal – using pre-emergent and post-emergent herbicides	
V Distring off anonerty	
XBlowing off property	
Pruning	
Pruning	

6. If you called RCI to discuss a performance issue, were they available to take your call or did you have to wait on a call back?

___X___Available to take call _____Had to wait on a call back

7. How satisfied were you with how the issue was resolved?

1 - Very Dissatisfied	2 - Dissatisfied	3 - Satisfied	4 - Very Satisfied
-----------------------	------------------	---------------	--------------------

4 Very Satisfied			

8. What is your **overall satisfaction** with RCI's Lawn and Landscaping services?

1 - Very Dissatisfied	2 - Dissatisfied	3 - Satisfied	4 - Very Satisfied	
4 Very Satisfied				

9. Given your experience, would you hire RCI again? Yes X_ No _____

Yes, absolutely		

10. Is there any other information that you feel would be of importance to us regarding the Lawn and Landscaping services provided to you by RCI?

Thank you so much for your help.

STATE OF MISSISSIPPI Office of Procurement and Contracts Invitation for Bids for Lawn and Landscaping Services New Capitol and Governor's Mansion – October 29, 2021 RFX#: 3160004648			
COMPLIANCE PHA			
Part I: INITIAL			
Us la	ms		
Date Bid Received: $12/7/d$	Shipping Company: Ha	nd	
Time Bid Received:	Tracking Number:		
2:00 CST 12/7/21 bid submission deadline met (circle one): YES NO			
Compliance Categories:		Item Received	Verified Received
Bid Cover Sheet with copy of all required license(s) or per-	nit(s) (Appendix A)	X	
Bid Form with Attachment for Section 2, Minimum Qualif	ications; (Appendix B)	X	
References (Appendix C)		X	/
Signed Acknowledgment of Amendment 1		X	\checkmark
Signed Acknowledgment of Amendment 2		X	\checkmark
Electronic copy of complete bid, including attachments in Microsoft Office® format on flash drive or compact disc		X	/
An electronic <u>redacted</u> copy of complete bid, including atta	chments (as applicable)	N/A	
			No

STATE OF MISSISSIPPI **Office of Procurement and Contracts** Invitation for Bids for Lawn and Landscaping Services New Capitol and Governor's Mansion – October 29, 2021 **RFX#: 3160004648 COMPLIANCE PHASE EVALUATION Part II: EVALUATION SUMMARY** auns PASS FAIL **Compliance Categories:** Minimum Vendor Requirements Confirmation MVR #1 Bidder shall document a minimum of five (5) years of successful previous \succ 1 experience providing similar services at one or more properties of comparable size. MVR #2: $\frac{X}{X}$ 1. Horticultural Pest Control Licensee V 2. Horticultural Weed Control 3. Landscape Horticulturalist MVR #3: The Bidder shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the Office while in the company's possession. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance. MVR #4: The Bidder shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of X Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance. MVR #5: The Bidder shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the X amount of Two Hundred Fifty Thousand dollars (\$250,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance. MVR #6: The Bidder shall, at its own expense, maintain workers' compensation Х insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission. MVR #7: The Bidder shall be in compliance with Mississippi Code Annotated § 79-4-X 15.01 regarding authorization to transact business in Mississippi. MVR #8: The Bidder shall receive a passing evaluation from the References contacted.

Lawn and Landscaping Compliance Evaluation



This is not an official certificate of good standing.

Name History			
Name		Name Type	
PLANTSCAPE, INC.		Legal	
Business Information			
Business Type:	Profit Corporation		
Business ID:	680160		
Status:	Good Standing		
Effective Date:	12/29/1999		
State of Incorporation:	Mississippi		
Principal Office Address:	690 Century Place Ridgeland, MS 39157		
Registered Agent			
Name			
DAVID B PURSELL 690 CENTURY PL RIDGELAND, MS 39157			
Officers & Directors			
Name	Title		
David B Pursell 690 Century Pl Ridgeland, MS 39157	Director, President		
Suan S Pursell 690 Century Place Ridgeland, MS 39157	Director, Secretary		

STATE OF MISSISSIPPI Office of Procurement and Contracts			
Invitation for Bids for Lawn and Landscapir Mansion – Octo	0	ol and Gov	ernor's
RFX#: 3160	0004648		
COMPLIANCE PHAS	SE EVALUATION	- 210 1	
Part I: INITIAL C	CHECKLIST		
RCI			
Date Bid Received: $\lambda 7/\lambda$	Shipping Company:	and	
Time Bid Received:	Tracking Number:		
2:00 CST 12/7/21 bid submission deadline met (circle one): (YES) NO			
Compliance Categories:		Item Received	Verified Received
Bid Cover Sheet with copy of all required license(s) or perm	iit(s) (Appendix A)	X	\checkmark
Bid Form with Attachment for Section 2, Minimum Qualific	cations; (Appendix B)	X	\checkmark
References (Appendix C)		X	
Signed Acknowledgment of Amendment 1		χ	\checkmark
Signed Acknowledgment of Amendment 2		X	1
Electronic copy of complete bid, including attachments in Microsoft Office® format on flash drive or compact disc			\checkmark
An electronic <u>redacted</u> copy of complete bid, including attachments (as applicable)			

ngo-

STATE OF MISSISSIPPI Office of Procurement and Contracts

Invitation for Bids for Lawn and Landscaping Services New Capitol and Governor's Mansion – October 29, 2021

RFX#: 3160004648

COMPLIANCE PHASE EVALUATION

Part II: EVALUATION SUMMARY



Compliance Categories:	PASS	FAIL
Minimum Vendor Requirements Confirmation		
MVR #1 Bidder shall document a minimum of five (5) years of successful previous experience providing similar services at one or more properties of comparable size.	X	\checkmark
MVR #2:	Ø	
1. Horticultural Pest Control Licensee	\times	\checkmark
2. Horticultural Weed Control	X	\checkmark
3. Landscape Horticulturalist	X	
MVR #3: The Bidder shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the Office while in the company's possession. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance.	X	
MVR #4: The Bidder shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of Five Hundred Thousand dollars (\$500,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance.	X	
MVR #5: The Bidder shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of Two Hundred Fifty Thousand dollars (\$250,000) with the State of Mississippi added as an additional insured. The policy should be issued by an insurance company licensed by the Mississippi Department of Insurance.	X	\checkmark
MVR #6: The Bidder shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.	X	\checkmark
MVR #7: The Bidder shall be in compliance with Mississippi Code Annotated § 79-4- 15.01 regarding authorization to transact business in Mississippi.	Х	\checkmark
MVR #8: The Bidder shall receive a passing evaluation from the References contacted.		

Lawn and Landscaping Compliance Evaluation



This is not an official certificate of good standing.

Name History	
Name	Name Type
ROTOLO CONSULTANTS, INC.	Legal
Business Information	
Business Type:	Profit Corporation
Business ID:	743959
Status:	Good Standing
Effective Date:	01/07/2004
State of Incorporation:	LA
Principal Office Address:	38001 Brownsvillage Rd Slidell, LA 70460
Registered Agent	
Name	
C. T. CORPORATION SYSTEM	
645 LAKELAND EAST DRIVE STE	101
FLOWOOD, MS 39232	
Officers & Directors	
Name	Title
Keith Rotolo	
250 Evangeline Dr	Director, President
Mandeville, LA 70471	
Drive Detals	
Brian Rotolo 38001 Brownsvillage Road	
Slidell, LA 70460	Director, Secretary, Treasurer



DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

NOTICE OF INTENT TO AWARD

Procurement Number	3160004648
Procurement Name	Invitation for Bids for Lawn and Landscaping Services
Procurement Release Date	October 29, 2021
Response Due Date and Time	December 7, 2021 by 2:00 PM CST
Contract Effective Date	April 1, 2022
Intent to Award Posted	January 10, 2022

The Mississippi Department of Finance and Administration's (DFA) Office of Procurement and Contracts issued an Invitation for Bids (IFB) to secure a vendor to provide Lawn and Landscaping Services for certain properties owned and operated by the State of Mississippi. These services are to be provided for the Office of Capitol Facilities within DFA. The awarded contract term will be three (3) years with two (2) optional renewal years. The work shall consist of lawn and landscaping services at the following properties:

- 1. The New Capitol and surrounding area; and
- 2. The Governor's Mansion.

All work of this contract shall be performed on a scheduled basis and under the direct supervision of experienced and qualified Contractor personnel. Services include lawn mowing, weed removal, blowing of grass clippings, lawn irrigation, and the removal of leaves, twigs and branches. All specifications related to the services provided are dictated by the Old Capitol Green Landscape Management Plan unless otherwise directed. The IFB required the winning vendor have five (5) years' successful, previous experience providing similar services at one or more properties of comparable size, specific licenses and insurance coverages.

The DFA Office of Procurement and Contracts released the IFB for Lawn and Landscaping Services/RFx 3160004648 on October 29, 2021. In response to the IFB, DFA received two (2) sealed bids on December 7, 2021 from the following vendors:

- 1. Plantscape Inc. d/b/a US Lawns of Jackson;
- 2. Rotolo Consultants, Inc.; and,

DFA opened bids on December 7, 2021. The bids were ranked as follows:

Bidder	3-Year Total
1. Rotolo Consultants, Inc.	\$227,848.01
2. Plantscape Inc. d/b/a US Lawns of Jackson	\$255,616.00

The DFA, Office of Procurement and Contracts, reviewed each bid submitted. After review, it was determined that the two (2) bids were responsive to the IFB and met the minimum qualifications set forth in the IFB.

Based on review, and having submitted the lowest, responsive and responsible bid, the DFA Office of Procurement and Contracts recommends the contract for Lawn and Landscaping services be awarded to Rotolo Consultants, Inc.



DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

January 10, 2022

Keith Rotolo President Rotolo Consultants, Inc. 38001 Brownsvillage Rd. Slidell, Louisiana 70460

Dear Mr. Rotolo

On behalf of the Department of Finance and Administration, I am pleased to inform you that Rotolo Consultants, Inc. has been selected to provide Lawn and Landscaping Services for the Office of Capitol Facilities for the following locations:

- 1. The New Capitol and surrounding area; and
- 2. The Governor's Mansion.

We are finalizing the contract for your review and approval. We will then submit it to the Office of Personal Service Contract Review and the Public Procurement Review Board for review and approval.

We look forward to working with you and your staff. We sincerely appreciate the hard work and responsiveness demonstrated throughout this procurement process. Please feel free to contact me at (601) 359-5078 or by email at <u>saranne.smith@dfa.ms.gov</u>, should you have any questions or concerns.

Sincerely,

Saranne Smith Director, Office of Procurement and Contacts



DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

Email: brady.watts@uslawns.net

January 10, 2022

Brady Watts General Manager Plantscape, Inc. d/b/a US Lawns of Jackson 690 Century Place Ridgeland, Mississippi 39157

Thank you for your interest and participation in the Department of Finance and Administration's Invitation for Bids (IFB) for Lawn and Landscaping Services, Rfx #:3160004648. This letter is to inform you that Rotolo Consultants, Inc. has been awarded the contract.

Although Plantscape Inc. d/b/a US Lawns of Jackson was not selected, we appreciate the time and effort that went into preparing your bid. We wish you much success in your future endeavors.

Sincerely,

Saranne Smith Director, Office of Procurement and Contacts



DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

NOTICE OF INTENT TO AWARD

Procurement Number	3160004648
Procurement Name	Invitation for Bids for Lawn and Landscaping Services
Procurement Release Date	October 29, 2021
Response Due Date and Time	December 7, 2021 by 2:00 PM CST
Contract Effective Date	April 1, 2022
Intent to Award Posted	January 10, 2022

The Mississippi Department of Finance and Administration's (DFA) Office of Procurement and Contracts issued an Invitation for Bids (IFB) to secure a vendor to provide Lawn and Landscaping Services for certain properties owned and operated by the State of Mississippi. These services are to be provided for the Office of Capitol Facilities within DFA. The awarded contract term will be three (3) years with two (2) optional renewal years. The work shall consist of lawn and landscaping services at the following properties:

- 1. The New Capitol and surrounding area; and
- 2. The Governor's Mansion.

All work of this contract shall be performed on a scheduled basis and under the direct supervision of experienced and qualified Contractor personnel. Services include lawn mowing, weed removal, blowing of grass clippings, lawn irrigation, and the removal of leaves, twigs and branches. All specifications related to the services provided are dictated by the Old Capitol Green Landscape Management Plan unless otherwise directed. The IFB required the winning vendor have five (5) years' successful, previous experience providing similar services at one or more properties of comparable size, specific licenses and insurance coverages.

The DFA Office of Procurement and Contracts released the IFB for Lawn and Landscaping Services/RFx 3160004648 on October 29, 2021. In response to the IFB, DFA received two (2) sealed bids on December 7, 2021 from the following vendors:

- 1. Plantscape Inc. d/b/a US Lawns of Jackson;
- 2. Rotolo Consultants, Inc.; and,

DFA opened bids on December 7, 2021. The bids were ranked as follows:

Bidder	3-Year Total
1. Rotolo Consultants, Inc.	\$227,848.01
2. Plantscape Inc. d/b/a US Lawns of Jackson	\$255,616.00

The DFA, Office of Procurement and Contracts, reviewed each bid submitted. After review, it was determined that the two (2) bids were responsive to the IFB and met the minimum qualifications set forth in the IFB.

Based on review, and having submitted the lowest, responsive and responsible bid, the DFA Office of Procurement and Contracts recommends the contract for Lawn and Landscaping services be awarded to Rotolo Consultants, Inc.



DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

February 2, 2022

Brittney Thompson, Director Office of Personal Service Contract Review 501 North West Street, Suite 700 Jackson, Mississippi 39201

Dear Ms. Thompson:

In compliance with the Personal Service Contract Review Board Rules and Regulations, the Department of Finance and Administration (DFA) posted its Notice of Intent to Award for the Lawn and Landscaping Services Invitation for Bids (RFx #: 3160004648) on January 10, 2022.

The deadline for vendors to request a debriefing was January 13, 2022. The deadline to file a protest was January 17, 2022. DFA received zero (0) request(s) for debriefing and as of the date of this letter, no protest(s) or potential protest(s) are known to DFA or any DFA employee. Thank you for your consideration regarding DFA's contract approval request.

Sincerely,

welch

Liz Welch Executive Director



DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH EXECUTIVE DIRECTOR

February 2, 2022

Brittney Thompson, Director Office of Personal Service Contract Review 501 North West Street, Suite 700 Jackson, Mississippi 39201

Dear Ms. Thompson:

The Department of Finance and Administration (DFA), through the Office of Procurement and Contracts, on behalf of the Office of Capitol Facilities, submits a new contract with Rotolo Consultants, Inc. for Lawn and Landscaping services for certain properties owned and operated by the State of Mississippi in the Jackson area (MAGIC Number: 8200061280). The Contractor was selected through an Invitation for Bids (IFB) with two (2) respondents. The procurement included two (2) properties.

All work included in this contract shall be performed on a scheduled basis and under the direct supervision of experienced and qualified Contractor personnel. Services include lawn mowing, weed removal, blowing of grass clippings, lawn irrigation, and the removal of leaves, twigs and branches. All specifications related to the services provided are dictated by the Old Capitol Green Landscape Management Plan unless otherwise directed.

Of the two (2) bids received in response to the IFB, all were declared responsive and responsible. The contract was awarded to the responding bidder with the lowest price, Rotolo Consultants, Inc. The contract term is April 1, 2022 – March 31, 2025 with two (2) optional renewal years. DFA is requesting \$227,848.01 in spending authority for the term of the contract.

The contract has been reviewed and approved for legal sufficiency by our Special Assistant Attorney General. DFA requests this contract be added to the March 2, 2022 Public Procurement Review Board agenda. If you have any questions, please contact Matthew Nassar at <u>matthew.nassar@dfa.ms.gov</u>.

Sincerely,

Saranne Smith Director, Office of Procurement and Contracts