REQUEST FOR PROPOSAL (RFP)

Lawn Maintenance and Related Services for Lake County Facilities

RFP Number:	11-0423	**Contracting Officer:**	Sandra Rogers
Proposal Due Date:	September 14, 2011	**Pre-Proposal Conference Date:**	See Section 1.4 and 1.4.1
Proposal Due Time:	3:00 p.m.	**RFP Issue Date:**	August 10, 2011

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Section 1.18
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Section 1.4 and 1.4.1

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to select qualified Contractor(s) to provide for the TOTAL RESPONSIBILITY of FULL LAWN CARE SERVICES, portal to portal, including trip charges to various Lake County Government Facilities throughout the County. The Contractor(s) shall assume all responsibility for mowing, edging, weeding, mulching, trimming of bushes and trees, irrigation maintenance and repair, lawn fertilization, and herbicide and pest control treatment. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work. ***This scope of services represents the minimum standards required***. ***The ultimate responsibility of the Contractor(s) is to provide lawns that are at all times attractive and uniformly manicured, which will reflect favorably upon the County and the Contractor(s).***

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price or best value basis by group of items, all or none, or a combination thereof; with one or more Contractor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Proposals will be evaluated based upon the following criteria:

1. Experience in **full service lawn care services** as required by this RFP and with similar type projects.
2. Licensed in the State of Florida as required to provide lawn fertilization, herbicide

and pest control treatment.

3. Have proper equipment needed to complete the project. A list of the proposed equipment to accomplish tasks shall be included with response. See Section 5, Attachment 2.
4. Proposed costs / fee schedule.
5. Overall quality of service based on Contractor-supplied references and independent research by the County.
6. Degree to which the proposer incorporates Lake County-based employees or subcontractors within their operational plan.
7. Responsiveness and completeness of the written proposal in regards to all requirements stated in this solicitation.
8. Other relevant criteria.

The County specifically reserves the right to award any group on other than a lowest price basis if such action is determined to represent the best value to the County. **Vendors are welcome to submit a proposal for any, some, or all groups, but must be aware, and accept, that any resulting award may be for any combination of a single or multiple group(s). Vendors must submit pricing for all items within a group to be considered for award.**

Section 1.4: Pre-Proposal Conference

A pre-proposal conference will be held on August 23, 2011 at 10:00 a.m. at 315 W. Main Street, Tavares, Florida in conference room No. 441 to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.4.1: Examination of Site (Mandatory)

Although the pre-proposal conference cited in Section 1.4 is non-mandatory in nature prior to submitting its offer, the vendor shall visit the site(s) of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. **Vendor shall confirm completion of site visits by executing the related certification in the pricing section**. The vendor is also required to examine the specifications carefully and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances under any resulting contract will be made because of lack of knowledge of these conditions.

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial

contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

> State of Florida Department of Management Services
> http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % *(0.12 * 0.10)]*. The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment - Monthly Invoices

The Contractor(s) shall submit an invoice to the County's Project Manager, via e-mail in pdf format, after each individual months work has been completed. Submittal of these monthly invoices shall not exceed ten (10) calendar days. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance (Purchases Over $25,000)

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full

responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in Statement of Work

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

As specified in Section 1.38

Section 1.12: Warranty

Not applicable to this solicitation

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response
Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),**

please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The original proposal and one (1) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be

single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

A. Statement of Interest & Understanding of Project

B. Firm Profile / Firm History

C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

- Years of experience within the area of specialty.
- Length of and type of service with company
- Education and formal training, including certifications.

D. Any required licenses or permits.

Tab 2 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 3 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 4 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 5 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 6 - Completed Pricing, Certifications, Addendum Acknowledgements, Signature

Provide completed Section 4 of this solicitation to include completed equipment listing form.

Tab 7 - Financial Stability

Each proposer shall certify and provide a statement that it is stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 8 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Services may be Added

Although this solicitation and resultant contract identifies specific services, it is hereby agreed and understood that any County department may add to this contract at the mutual agreement of the County and the Contractor. When required by the pricing structure of the contract, contractor(s) under this contract shall be invited to submit price quotes for these additional

services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contractor(s) that offers the lowest acceptable pricing. The additional services shall be added to this contract by formal modification.

The County may obtain price quotes for the additional services from other Contractors in the event that fair and reasonable pricing is not obtained from the current contractor, or for other reasons at the County's discretion.

Section 1.16: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.17: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.18: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license (pest control/herbicide) issued by the Florida Department of Agriculture and Consumer Services qualifying said person, firm, corporation or joint venture to perform the work proposed. It should also be noted that persons applying commercial fertilizer to an urban landscape are required to be certified by the FDACS under section 482 by January 1, 2014. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-Contractor(s) or Contractor(s) hired by the prime/responding Contractor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired Contractor(s) shall be submitted with the prime/responding Contractor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding Contractor to supply the sub-contractor(s)/hired Contractor(s) certificate/license to the County during the offer evaluation period. The prime/responding Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this scope of work are obtained

and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the Contractor.

Section 1.19: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.20: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.21: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.22: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.23: Demonstration of Equipment

After receipt of offers by the County, the Contractors may be required to demonstrate their equipment to County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the Contractor of such in writing and will specify the date, time and location of the demonstration. If the Contractor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that Contractor's offer, or to reschedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be well maintained and in good condition. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Contractor during the contract period shall conform to the equipment used in the demonstration. The Contractor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

The County shall retain from the compensation to be paid to Contractor the above described sum. Any Contractor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and non-compliance inspection fees are satisfied.

Section 1.24: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.25: Key Contractor Personnel

The Contractor shall employ only qualified operators and workers who are skilled to conduct proper landscape maintenance and related services.

All workers shall discharge their duties in a courteous and efficient manner. It shall be the duty of the Contractor to maintain a close check over its employees to ensure the maintenance of a high standard of service.

The Contractor is to maintain an adequate number of employees to satisfactorily perform scheduled operations.

The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same areas. The Contractor shall notify, via e-mail, the Project Manager immediately of all changes in personnel.

A dress code for Contractor's employees shall consist of shirts, pants and work shoes/boots.

All workers shall be required to wear an ID badge identifying them as approved Vendors. Lake County will supply the ID badges. The Contractor will ensure that all workers employed under this project by the Contractor or its subcontractors are scheduled, prior to assignment, for an appointment with the Project Manager during the County's normal working hours to process and receive the ID badge. All new workers must be assigned an ID badge prior to starting work.

Section 1.26: Labor, Materials, and Equipment Shall be supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.27: Local Office Shall be Available

Offers will only be accepted from vendors which maintain an office that is located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.28: Material Safety Data Sheet (MSDS)

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

Section 1.29: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.30: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.31: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property, both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.32: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.33: Supervision

The Contractor shall provide necessary supervision for all work done on County property. The Contractor's Supervisors shall be literate and able to communicate fully in the English language,

because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. Contractor's supervisor(s) shall also be capable of communicating fully with all employees in the event they do not speak English. The Project Manager will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the other workers. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order provided. This cell phone number shall be provided to the Project Manager.

Section 1.34: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County which includes the new information relevant to the specific material.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

Section 1.35: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (eg; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

Section 1.36: Work Schedule and Non-compliance Inspection Fee

The Contractor shall provide the Project Manager with a monthly schedule for all facilities, via e-mail, in pdf format. This schedule shall be used for the Project Manager to visit sites to determine that work has been completed and that the facilities being maintained are being done as required by the scope of services. In the event a facilities' work cannot be completed as scheduled, due to inclement weather, the Contractor shall notify the Project Manager no later than the day of service and shall provide a revised monthly schedule within 2 days, via e-mail in

pdf format. If the Project Manager is not notified that the work was not able to be completed on the scheduled day of service and an inspection by the Project Manager is made, the Contractor shall be assessed an $80.00 fee to be deducted from the Contractor's next monthly invoice as a non-compliance inspection fee. In addition, should an inspection be made by the Project Manager at a facility and deficiencies are found, the Project Manager shall notify the Contractor and the deficiencies shall be corrected no later than the 2 business days from notification. Upon reinspection, by the Project Manager, if the deficiencies were not corrected the Contractor shall be assessed an $80.00 fee to be deducted from the Contractor's next monthly invoice as a non-compliance inspection fee. The parties agree that the non-compliance inspection fee sum represents a fair and reasonable estimate of the County's actual damages.

SCOPE OF SERVICES

This scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide lawns that are at all times attractive and uniformly manicured, which will reflect favorably upon the County and the Contractor.

No section or portion of the scope shall be construed or interpreted to preclude the County from accomplishing any task, or undertaking any operation or project utilizing its own work force.

All vehicles and machinery used shall be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract. Vehicles must be properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state and local safety regulations. Equipment may be subject to inspection and approval prior to award.

Although weather may prevent the Contractor from completing scheduled work on the designated workday, the Contractor shall be expected to complete the necessary work on the first fair workday following.

Special landscaping and mowing services may be required for special scheduled County activities. The County will make arrangements with the Contractor a minimum of ten (10) working days prior to the scheduled activity. Fees for these additional services will be negotiated and documented on a case-by-case basis, but shall not exceed the fees charged for similar services charged in this scope.

Business Hours of Operations:
All work performed shall be accomplished between the hours of 6:00 A.M. and 6:00 P.M., (daylight hours only) Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission has been requested in writing by the Contractor and approved, in writing. Request for permission to work must be received by the Project Manager no less than forty-eight (48) hours prior to the requested work day. Work on Saturdays may be permitted by verbal approval from the Project Manager.

County Holidays are as follows:
New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

LAWNCARE

Initial Repair of Facilities: Within 30 days after a notice to proceed has been issued, the Contractor shall prepare a detailed quote, in pdf format, of all items (plants, sod, mulch, etc.) needed to be replaced at all locations under contract to put each site into first class condition. The quote shall contain unit costs for the various items and shall be broken down by location. If all recommendations are taken, the Contractor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the facilities in the same condition for the duration of the contract. If the Contractor fails to maintain the site in first class condition the County reserves the right to hire an independent contractor to restore the site. The cost for this restoration shall be deducted from the Contractor's regular monthly payment(s). The County also reserves the right to find the Contractor in default and terminate the contract. If recommendations for a particular facility are not taken, the Contractor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the facilities in the same condition as when initiated.

Mowing: The cut edge of the mown turf shall be maintained at three and a half inches (3.5") above the ground, with a maximum height of four and a half inches (4.5"). The Contractor shall provide a cut that is clean and sharp, with no streaks or scalping, and with a uniform distribution of cuttings at all times for areas mowed. The cutting edges of all mowing equipment used in the performance of work shall be kept in sharp condition. Bruising or rough cutting of grass will not be accepted. The accumulation or piling of grass shall not be accepted. All turf areas shall remain well-manicured at all times. Any alteration of this minimum schedule shall be accomplished only with prior approval from the Project Manager.

Edging: The Contractor shall edge all plant beds, sidewalks, driveways and curbs on every cutting visit. All clippings shall be picked up and properly disposed of by the Contractor and the remaining loss material blown off all paved, concrete or wood surfaces into vegetative areas only. Edging with herbicides shall not be allowed.

Weeding: The Contractor shall **manually** remove all weeds and extraneous vegetation from all beds and planted areas as needed so as not to detract from the overall appearance of the landscape. In addition, all concrete, paver, and asphalt walkways and driveways shall be kept free of all vegetative materials. All debris from weeding and edging shall be removed from the area and disposed of properly.

Mulching: The Contractor shall provide clean treated cedar mulch or match existing, as determined by the Project Manager and the spreading thereof to ensure that a minimum depth of 2" is maintained in all plant beds. Artificial or synthetic mulch products (recycled plastic, tire, or other non-woody materials) will not be acceptable.

Raking: The Contractor shall, as needed, be responsible for raking and properly disposing of leaves from trees, bushes, shrubbery, etc. Plant beds shall not be used to dispose of fallen leaves.

Casual Shrub Trimming: The Contractor shall perform a casual trimming of all shrubs to ensure that each shrub maintains its basic shape and dead or dying branches are removed at least once every three (3) months. All new shoots two (2) inches long or greater shall be trimmed

from the shrub. The shrub shall not be trimmed down to bare limb. The Contractor shall also be responsible for trimming of any and all limbs that make contact with buildings. Limbs shall maintain a minimum of 1' clearance from buildings at all times.

Tree Overhang Trimming: The Contractor shall trim all branches from trees that hang or intrude into a walkway or parking space on each mowing visit. These areas shall be trimmed so that no vegetation is lower than 7' from the any walking or parking surface. The Contractor shall also be responsible for trimming dead palm tree fronds and for trimming of any and all branches that make contact with buildings. Branches shall maintain a minimum of 7' clearance from buildings in all directions.

Plant Material Damage and Replacement: Trees and shrubs may periodically need to be replaced as a result of vandalism, freezing conditions, disease, or malformation. The County may request a written quotation for labor and material cost for removal and replacement of trees and shrubs from the Contractor, but, the County always reserves the right to either perform the action with its own staff or to use another contractor.

Litter/Debris/Branch Removal: The Contractor shall be responsible for pick-up, removal, and disposal of all litter, debris, plant cuttings, branches, etc. from County property at each site visit. Items such as, but not limited to, bottles, cans, wood, tires, concrete, cigarettes, paper, etc. that would be torn, ripped, scattered, or further broken-up by the mowers resulting in an undesirable appearance shall be included. Any item or equipment utilized to transport litter shall be constructed in a manner to preclude further distribution or loss of litter. All litter and debris shall be disposed of in a legal and appropriate manner.

Minimum mowing schedule: The Contractor shall assume these schedules are an **absolute minimum** and shall be altered based on need, temperature, rainfall, or other conditions that impact growth. The Contractor shall at all times adhere to guidelines enforced under the Lake County Code and Land Development Code. The ultimate responsibility of the Contractor is to provide lawns that are at **all times** attractive and uniformly manicured, which will reflect favorably upon the County and the Contractor.

All facilities except Astor and Paisley Libraries, Umatilla and Paisley Community Centers, Environmental Utilities and Tower sites

January	As needed
February	As needed
March	2 cuts spaced appropriately
April	2 cuts spaced appropriately
May through October	1 cut weekly
November	2 cuts spaced appropriately
December	As needed

Astor and Paisley Libraries and Umatilla and Paisley Community Centers

No mowing will be done. All other services listed under lawn care, as well as, irrigation, and chemical lawn shall be done. Services to be performed every other month.

Environmental Utilities Sites

January through December 1 cut per month

Tower Sites

March through September and December 1 cut per month

IRRIGATION

Initial Repair of Irrigation: Within 30 days after a notice to proceed has been issued the Contractor shall provide a detailed quote, via e-mail in pdf format, of all items that are needed to be repaired or replaced at all locations under contract. The quote shall contain unit costs for the various items and shall be broken down by location. After the systems are repaired, the Contractor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the systems up to date and properly working for the duration of the contract or the Contractor may be found in default and the contract terminated. The County also reserves the right to assess non-compliance inspection fees per the non-compliance inspection fees section if the irrigation is not functioning as intended.

Irrigation: The Contractor assumes **ALL RESPONSIBILITY** for inspection services, maintenance, repair, alteration, and **ALL COSTS** required to keep the irrigation systems operating as they were intended and to ensure adequate coverage, proper application rates and frequencies for the County's facilities. The Contractor shall operate and inspect the systems a minimum of once every two weeks (or at the next regularly scheduled visit) to ensure that they meet the stated requirements. The Contractor shall also promote efficient irrigation use and provide for the protection of water resources. The Contractor shall be responsible for **ALL** irrigation components necessary to operate the systems in the manner in which they were designed. These items shall include, but not be limited to, controllers/timers, fittings, filters, risers, sensors, sprinkler heads, rotors, backflow preventers, piping, misters, valves, valve boxes, bubblers, manifolds, wiring, rain sensors, etc. The Contractor shall not be responsible for the electrical circuit from the controller/timer connection back to the electric panel.

Background Check:
All employees, subcontractors, and representatives of the Contractor that shall have access to "restricted" buildings for the purpose of adjusting, setting, and maintaining the irrigation timer shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The Project Manager shall determine which buildings are considered "restricted". The Contractor will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the Project Manager prior to any work starting. When a new employee is added, the Contractor shall provide the "Certified Background Check", if required, to the Project Manager prior to the employee starting work.

The Contractor shall provide the County with a complete list of personnel, including a full name, address, telephone number, social security number, copy of driver's license/State of Florida

Identification Card/valid passport/valid work visa and (if required) background check clearance at least ten (10) calendar days before the agreement becomes effective, if not already provided. It is recommended that the Contractor keep on file with the Project Manager a list of persons who may work at County properties so that replacements can be made quickly. The Contractor MUST remove any employee, with access to "restricted" buildings, from County service who is convicted of a felony crime during his employment. After initial background checks have been made, they must be done annually for any person with access to "restricted" County buildings after one year. Failure to obtain background checks as specified can result in termination of the contract.

The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours.

CHEMICAL LAWN

Fertilization and Pest Control Program for Turf and Shrubs: The Contractor shall be responsible for complete and total chemical lawn treatment including **ALL COSTS** incurred to perform all work needed. The chemical lawn maintenance service shall cover the application of fertilizers, insecticides, and herbicides. The chemicals used shall be applied only in accordance with the manufacturer's instructions. It is the Contractor's responsibility to perform any and all necessary treatments required to provide for a green lustrous landscape free of disease and pests. All products are to be applied in such a manner as to insure public safety. The Contractor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations and shall be responsible for any damages caused by its spraying or broadcasting. The Contractor is responsible for year round treatment for chinch bugs, ants of all types including fire ants, web worms, mole crickets, etc. at all building facilities, as well as, herbicide treatment as needed to maintain a healthy green grass free of weeds. The scope of this work applies to St. Augustine and Bahia grass.

Sh*rubs, Palms, and Ornamentals*: All shrubs, palms, and ornamentals shall be fertilized with a complete fertilizer. Insect control shall be done as needed during the year. Disease control/prevention applied to new growth only. Must identify plant, pest and what type of pesticide used at all times. Sago Palms are to be treated for Asian Cycad Scale as needed. Lichens and Spanish moss and Ball moss treated on an as needed basis. Damaged plants and vegetation due to improper herbicide or pesticide shall be replaced at the Contractor's expense.

Weeding: The Contractor shall ensure that all concrete, paver, and asphalt walkways and driveways are kept free of vegetation at all times. Non staining temporary tracer dye shall be used in all herbicides when used on hardscape areas only. All debris from weeding shall be removed from the area and disposed of at no extra cost to the County.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to whom award has been made.
County: Shall refer to Lake County, Florida.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3. 7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES
With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES
Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK
Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES
The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING
Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER
The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION
To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING
When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the

vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding $150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: Lawn Maintenance and Related Services for Lake County Facilities

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this RFP.

PRICING SECTION

No guarantee is expressed or implied as to quantities or dollar amounts that will be used during the contract period. In no event, shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

Pricing: Please note that the scope includes a "Pricing Group 1", a "Pricing Group 2", a "Pricing Group 3", and an "Additional Work Pricing Section".

The "Additional Work Pricing Section" is to be used by all bidders regardless of which other pricing section is used.

Contractors are required to visit the site(s) of the proposed work and are advised that irrigation may not be located at each building and are advised to only add pricing for irrigation costs per month if irrigation is in place at the visited building.

PRICING GROUP 1

Building Name	Address	Alternate Key	Estimated Months per Year	Lawn Care Cost per Month	Irrigation Cost Per Month	Chemical Lawn Cost per Month	Total Monthly Cost	Total Annual Cost
Altoona								
Fire Station 11	47544 SR 19	1246555	12					
Fire Station 14	42700 SR 19	1224799	12					
Astor								
Astor Library	54905 Alco Rd	2754648	6	See note				
Fire Station 10	23023 SR 40	2987898	12					
Tower-Astor	23025 SR 40	2987898	8					
Deland								
Forest Hills Community Center	31039 Lake Mack Rd	2540427	12					
Eustis								
Fairgrounds	2101 County Rd 452	1122767	12					
Fire Station 21	25100 County Rd 44A	2910208	12					
Fire Station 27	19212 SR 44	2598859	12					
Tower-Royal Trails	30301 Seagrape Ave	2814586	8	See note				
Triangle Tag Office	15733 Dora Ave.	3695372	12	See note				
Paisley								
Fire Station 13	25250 CR 42	2606690	12					

Fire Station 13 (field on left side of fire station)	25250 CR 42	2606690	12					
Paisley Library	24954 CR 42	1312230	6					
Paisley Community Center	24954 CR 42	1312230	6					
Tower-Station 13	25250 CR 42	2606690	8					
Pine Lakes								
Fire Station 15	40601 Palm Dr.	1536715	12					
Umatilla								
Area III Road Maintenance	19720 East 5th St	2809981	12					
Umatilla Community Center	17107 Ball Park Rd	1212197	6					
Fire Station 19 and Retention Pond	38816 Carroll St	2945177	12					
Fire Station 20	37711 SR 19	1428459	12					
Tower-Umatilla SBA	19430 E. 3rd St	3457404	8					
Church St Water Plant	38736 Church St.	1461979	12					
Jamestown Water Plant	Jamestown St	2506946	12					

Annual Cost for Pricing Group 1 _____

PRICING GROUP 2

Building Name	Address	Alternate Key	Estimated Months per Year	Lawn Care Cost per Month	Irrigation Cost Per Month	Chemical Lawn Cost per Month	Total Monthly Cost	Total Annual Cost
Clermont								
Cagan Crossings Library	16729 Cagan Oaks	3815905	12					
Fire Station 109	11630 Lakeshore Dr.	2603968	12					
Fire Station 110	6234 County Rd 561	2945168	12					
Fire Station 112	16240 County Rd 474	3799038	12					
Tower-Buckhill	21923 S. Buckhill Rd	1013283	8					
Tower-Minneola	18250 Scrub Jay Lane	3824094	8					
Tower-Orange Mountain	8325 N. Bradshaw Rd	1462436	8					
Tower-Progress Energy	14237 SR 50	1648203	8					
Tower-Station 112	16300 CR 474	3799038	8					
Fruitland Park								
Fire Station 53	2505 Spring Lake Rd	2585196	12					
Groveland								

Fire Station 111	8805 Bay Lake Rd (CR 565)	3793530	12					
Marion Baysinger Library	756 W. Broad St	1523729	12					
Tourist Welcome Center and Retention Pond	20763 US HWY 27	3612132	12					
Tower-Groveland	12331 Dry Fork Rd	2822317	8					
Vehicle & Communications Maintenance Facility	20423 Independence Blvd	1390885	12					
Lady Lake								
Fire Station 52	306 W. Hermosa St	1120845	12					
Fire Station 54	6200 Lake Griffin Rd	3343620	12					
Tower-Lady Lake	1113 Teal Lane	1171391	8					
Leesburg								
Area I Road Maintenance	2310 W. Griffin Rd	1171245	12					
BCC Warehouse #1	32400 County Rd 473	1184517	12					
Leesburg Health Clinic	2113 W. Griffin Rd	1741122	12					
Old Fire Station 63	4148 Picciola Rd.	2537108	12					
Vehicle Maintenance	2300 W. Griffin Rd	1171245	12					
Fire Station 59	1201 Lewis Rd	2851830	12					
Fire Station 70	531 Sunnyside Dr.	2664410	12					
Fire Station 71	11305 Park Av	1180503	12					
Fire Station 72	12340 County Rd 44	2562650	12					
Fire Station 82	24939 US Hwy 27	2841567	12					
Tower-Leesburg DOT	548 S. 14th St	1398525	8					
Tower-Leesburg Mall Water	10399 US Hwy 441	2856688	8					
Minneola								
Area II Road Maintenance	609 Diston Ave.	1659388	12					
Okahumpka								
Tower-Leesburg Water Treatment	1550 CR 470	1038413	8					
Hollondel Retention Pond	Hollondel Road	3864795	12					
Yalaha								
Fire Station 76	8819 County Rd 48	2788453	12					

Annual Cost for Pricing Group 2 _____

PRICING GROUP 3

Building Name	Address	Alternate Key	Estimated Months per Year	Lawn Care Cost per Month	Irrigation Cost Per Month	Chemical Lawn Cost per Month	Total Monthly Cost	Total Annual Cost
Astatula								
Tower-Astatula	26312 CR 561	1441781	8	See note				
Ferndale								
Fire Station 83	15303 Ferndale Community Rd	1590655	12					
Mt. Dora								
Fire Station 78	16345 CR 448	3844903	12					
Tower-Mt Dora Water Treatment	1870 SR 46	1048460	8					
Sorrento								
East Lake Library	31340 County Rd 437	1598061	12					
Fire Station 39	31431 Walton Health	1361842	12					
Tower-Sorrento	27020 CR 46A	3433688	8					
Tavares								
323 N Sinclair Ave	323 N Sinclair Ave	1497469	12					
418 Building	418 Alfred St	1277337	12					
Agricultural Center Greenhouse	30208 SR 19	1391105	12					
Agricultural Center	1951 Woodlea Rd.	1391105	12					
Animal Control	28123 CR 561	3701267	12					
Central Energy Plant	445 W. Alfred St.	1277434	12	See note				
County Administration Building	315 W. Main St.	1276489	12	See note				
Dead River Retention Pond	3900 Dead River Road	3781315	12					
Detention Center	551 W. Main St.	1686083	12	See note				
Environmental Lab	13100 County Landfill Rd	1441421	12					
Fuel Station	12835 County Landfill Rd	1111935	12					
Guardian Ad Litem	418 Alfred St.	1277337	12					
Historic Courthouse	317 W. Main St.	1276471	12	See note				

Horticultural Center	1952 Woodlea Rd.	1391105	12					
Judicial Center	550 W. Main St.	1277434	12	See note				
Library Services	2401 Woodlea Rd	3378695	12					
Mosquito Control	401 S. Bloxham Ave.	1376742	12	See note				
Parking Garage	200 N. Sinclair Ave.	2534470	12	See note				
Property Appraiser/ Tax Collector	320 W. Main St.	2534470	12	See note				
Property Records Storage	313 S. Bloxham Ave.	1376742	12	See note				
Public Defender	123 N. Sinclair Ave.	1277388	12	See note				
Public Records Center	122 E. Main St.	1276608	12	See note				
Sheriff's Administration Building	360 Ruby St.	1276471	12	See note				
Special Projects Facility	12835 County Landfill Rd	1111935	12					
Traffic Operations	28127 CR 561	3701259	12					
Tower-Tavares Water	316 N. Ingraham Ave	1277680	8					
WMFO	12835 County Landfill Rd	1111935	12					

Annual Cost for Pricing Group 3 _____

Pricing Group 1 Total Annual Cost pricing Group 1: _____
Pricing Group 2 Total Annual Cost Pricing Group 2: _____
Pricing Group 3 Total Annual Cost Pricing Group 3: _____
Total Annual Cost for Group 1, 2 and 3: _____

Percentage that could be reduced from all pricing in Group 1, 2 and 3 if all groups were awarded to one vendor: _____%

Pricing for Additional Work Not Specified in the Scope

The **"Additional Work Pricing Section"** is to be used by all bidders regardless of which other pricing section(s) is/are used.

Item	Unit	Unit Cost
Irrigation parts supplied at cost plus specified percentage of mark-up for initial repair	Percent mark-up	**%**
Plants and trees supplied at cost plus specified percentage of mark-up	Percent mark-up	**%**
Lead worker services (beyond monthly contract) during business hours	Per hour	**$**
Helper services (beyond monthly contract) during business hours	Per hour	**$**
Lead worker services (beyond monthly contract) after business hours	Per hour	**$**
Helper services (beyond monthly contract) after business hours	Per hour	**$**
St. Augustine sod removed and installed	Per Sqft.	**$**
Bahia sod removed and installed	Per Sqft.	**$**
Bush hogging	Per ½ Acre	**$**

Certification of mandatory site examination: By checking this block: _____, the vendor confirms compliance with the site inspection requirement stated in Section 1.4.1 of this solicitation.

Supply manufacturer, model number and year of equipment proposed for usage in this RFP. A copy of the manufacturer's literature may be requested.

Manufacturer	Model Number	Year

Attach additional pages if necessary.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process
Vendor will accept payment using the County's VISA-based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

_____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____

Street Address**:** _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____ E-mail: _____

FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor ☐ Pre-qualified pool vendor based on price

☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____

☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: (Any Additional Attachment)
Attachment 2: Work References
Attachment 3: Vendor Profile Form
Attachment 3: Similar Projects Form

Insert forms, letters, or any attachments in this section

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1f. Address of office to perform work, if different from Item 1
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

Project Name, Entity Name, Address & Location	Contact Person: Title:
Completion Date (Actual or Estimated) _____ Project Cost: $_____	Telephone Number
Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.	