LAKE COUNTY
FLORIDA

CONTRACT NO. 14-0413

for **Bermuda Sports Turfgrass and Bahia Common Area Lawn Maintenance and Related Services – East Lake Community Park**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **D & A Building Services** (hereinafter "Contractor") to supply **Bermuda Sports Turfgrass and Bahia Common Area Lawn Maintenance and Related Services – East Lake Community Park** to the County pursuant to County Bid number **14-0413** (hereinafter "Bid"), opening dated **April 3, 2014** and Contractor's **April 1, 2014** Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **August 1, 2014** through **July 31, 2016** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for three (3) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: 06-11-14

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1
Date: March 10, 2014
RFP No. 14-0413
RFP Title: Bermuda Sports Turfgrass and Bahia Common Area Lawn Maintenance and Related Services – East Lake Community Park

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum changes the date and time for receipt of bids or proposals from March 26, 2014 at 3:00 PM to April 3, 2014 at 3:00 PM.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the RFP. The information provided herein summarizes discussions at the mandatory pre-proposal meeting. Attendees of this meeting are noted on the County website for this solicitation.

The pre-proposal conference commenced with a general review of the RFP with specific emphasis paid to various specific terms and conditions of the RFP including:

- Method of Award – Pass/Fail Proposal Evaluation and Award as stated in Section 1.3
- It was confirmed that this was a mandatory pre-proposal conference and responses would not be accepted from vendors that did not attend the conference.
- Completion requirements (Section 1.13.2) regarding how the vendors shall submit offers to the County. Vendors shall submit their offers in two (2) parts simultaneously. The two parts (Technical Proposal and the Price Proposal) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendors name and address. The original proposals (Technical and Pricing) and one (1) complete copies of the Technical and Pricing proposal shall be submitted by the vendor and shall be sealed and delivered to Procurement Services no later than the official due date and time.

Change:

Change Group 2, Fertilization and Pest Control Program For Bermuda Grass – includes all Bermuda grass areas include past the field areas, Month of July, Task 2:

From: ~~**Task 2** - Provide mechanical aeration holes 1-6 inches deep and 2-6 inches apart. Hand aeration, solid spikes or tines into the soil is not allowed on all Bermuda grass areas. Aeration depth and diameter shall be four (4) inches deep with one (1) inch diameter plugs and approximately four (4) inches apart.~~

To: Task 2 - Provide mechanical aeration holes 4 inches deep and 4 inches apart. Hand aeration, solid spikes or tines into the soil is not allowed on all Bermuda grass areas. Aeration depth and diameter shall be four (4) inches deep with one (1) inch diameter plugs and approximately four (4) inches apart.

Clarification:

As stated in the Scope of Services, Group 1, Bermuda Grass and Common Area Detail Mowing and Maintenance, # 3, Mowing work is permitted Monday through Friday between the hours of 7:00 AM to 4:00 PM. Trash pick-up and blowing off is required daily (Monday through Sunday). No mowing work is permitted on Saturdays, Sundays, or County holidays, unless specifically approved by Division Project Manager.

Questions and Answers:

Question 1: Is there a place for the contractor to store equipment?
Answer 1: No.

Question 2: Is the contractor responsible for the waste in the future dog park (now retention pond)?
Answer 2: Yes. The contractor is responsible for the waste in the dog park and proper disposal off County property when built. The contractor must replace waste station bags and furnish a fresh roll of waste bags as needed.

Question 3: Is the contractor responsible for mowing the retention pond area?
Answer 3: Yes.

Question 4: Is the contractor responsible for the roadside areas along Olmac Road north of the park?
Answer 4: Contractor is responsible for trash pick-up and mowing along Olmac Road.

Question 5: Is the contractor responsible for mowing of the right of way?
Answer 5: The vendor is responsible for trash pick-up and mowing of the school bus entrance area, the right of way, and the current entrance into the park.

Question 6: The Attachment 4 Map and the actual park are different. How do we submit pricing?
Answer 6: This needs to be maintained accordingly. Contractor should sumbit pricing as if all areas are covered with grass, all pitching warm up areas are built, and tennis and volleyball courts are built and as shown on Attachment 4.

Question 7: Should the limerock trail be blown off?
Answer 7: Yes. This park is a public area and contractors shall be cautious.

Question 8: It states in the scope of work that mowing of Bermuda grass shall be mowed two (2) times a week. If a third mowing is needed for the week would we invoice this separately?
Answer 8: This schedule is an absolute minimum and the contractor may be required to exceed the minimum standards based on need, temperature, rainfall or other conditions that impact growth.

Firm Name: D&A Building Services, Inc. Date: 4/1/14

Signature: _____ Title: President/CEO

Typed/Printed Name: Albert Sarabasa

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Bermuda Sports Turfgrass and Bahia Common Area Lawn Maintenance and Related Services – East Lake Community Park

RFP Number:	14-0413	**Contracting Officer:**	Sandra Rogers
Proposal Due Date:	March 26, 2014	**Pre-Proposal Conference Date:**	Mandatory, See Section 1.4
Proposal Due Time:	3:00 PM	**RFP Issue Date:**	January 28, 2014

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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:	See Section 1.17
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Mandatory, See Section 1.4

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 thirty (30) calendar 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: D&A Building Services, Inc. **Phone Number:** 407-831-5388

E-mail Address: jen@dabuildingservices.com **Contact Person:** Albert Sarabasa

Section 1.1: Purpose

The purpose of this solicitation is to select a qualified Contractor to provide for the total and complete lawn maintenance of Bahia common areas and Bermuda grass sports turf and clay areas at East Lake Community Park (approximately 34 acres) located at 24809 Wallick Road, Sorrento, Florida 32776. Fees shall be all inclusive of trip charges. The Contractor shall assume all responsibility for detailed mowing of the Bahia and Bermuda sports turf, lawn fertilization and pest control treatment and daily grooming and maintenance of the ball field clay areas. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

The scope of services represents the minimum standards required. It is the ultimate responsibility of the Contractor to maintain the lawns and athletic fields in an attractive and uniformly manicured manner, which will reflect favorably upon the County and the Contractor.

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, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
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 Office of Procurement Services.

Section 1.3: Method of Award - Pass/Fail Proposal Evaluation and Award

Award will be made to the vendor who submits the lowest priced technically acceptable proposal. Vendors shall submit their offers in two (2) parts simultaneously. These two parts will consist of the **Technical Proposal** and a **Price Proposal**. The two parts (**Technical Proposal** and the **Price Proposal**) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendor's name and address.

1) The **Technical Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Technical Proposal. The Technical Proposal** will contain all documents specified in section 1.13 of this solicitation for inclusion in the technical proposal, and any additional technical material the vendor is required and/or desires to submit as part of their technical proposal. **The technical proposal shall not include any pricing information.**

2) The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Price Proposal.** The Price Proposal will contain all documents specified in section 1.13 of this solicitation for inclusion in the price proposal.

Separately enclosed technical and pricing proposals are to be delivered concurrently by the time and date specified in this solicitation. Technical proposals will be submitted to the appropriate County department for review and evaluation. Each technical proposal will be graded as "Acceptable", "Potentially Acceptable", or "Not Acceptable". Additional technical clarification will be requested for all technical proposals graded as "Potentially Acceptable". That additional information will be forwarded to the evaluating County department, and a final grading of technical proposals as either "Acceptable" or "Not Acceptable" will be made. Award will be made to the lowest priced vendor that submitted an acceptable technical proposal. The County reserves the right to conduct technical negotiations if required to determine the acceptability of a technical proposal, to request best and final offers, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

Section 1.4: Pre-Proposal Conference - Mandatory

A mandatory pre-proposal conference will be held on March 5, 2014 at 11:00 AM at East Lake Community Park located at 24809 Wallick Road, Sorrento, Florida 32776 to discuss the special conditions and specifications included within this solicitation. It is mandatory that a representative of the firm attend in order to qualify to submit an offer in response to this solicitation.

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

Section 1.5: Term of Contract – Twenty-Four (24) 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 twenty-four (24) 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 Three (3) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for three (3) 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 in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov), appropriate indexes. 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 Manager 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 Manager 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 vendor shall submit a monthly invoice to the County's Project Manager, via e-mail in pdf format, after each individual month's work has been completed. The invoices shall reflect the type of service provided to the County in the prior month. 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, and confirmation of acceptance of the goods or services by the appropriate County representative. 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

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.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

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

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction

of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

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 Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services 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 two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services 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 (2) 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.

There shall be no pricing information included in the Technical Proposal.

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. 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. Technical 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. Vendor Profile / Vendor History. See Attachment 2.

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. See Attachment 3. List the following information:

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

D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor.

B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - 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 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. See Attachment 1.

Tab 5 - 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 6 - 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 7 – Equipment List

Each proposer shall provide a complete list of equipment being utilized as per the proposed work. This shall include the manufacturer, model and year.

Tab 8 - Other Information

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

D. Price Proposal Sections:

The Proposer shall organize its proposal into the following major sections.

Tab 1 - Completed solicitation to include Completed Pricing, Certifications, Addendum Acknowledgements, Signature

Include a copy of a fully completed and signed RFP.

Tab 2 – Additional Pricing Back-Up

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

Tab 3 - Financial Stability

Each proposer shall certify and provide a statement that it is financially 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 4 - 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 contractor 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 Facilities and Services May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced and services to be performed, 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 1.16: 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 issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project 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 vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: 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 1.18: 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 1.19: 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 1.20: 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 1.21: Deletion of Services

Although this solicitation identifies specific services in the Scope of Work, it is hereby agreed and understood that any County department or agency may delete services when such service is no longer required during the contract period, upon thirty (30) calendar days written notice to the vendor.

Section 1.22: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the contractor may be required to demonstrate their equipment to cognizant 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 contractors offer, or to re-schedule 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 vendor during the contract period shall conform to the equipment used in the demonstration. The vendor 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 bod work for Lake County until the project is complete and non-compliance inspection fees are satisfied.

Section 1.23: "Equal" Product Can be Considered

If a product or service requested by this solicitation has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product

or service to be furnished shall be clearly identified. The evaluation of the proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.24: Key Contractor Personnel

The Contractor shall employ only qualified operators and workers who are skilled to conduct proper sports turf grass lawn care.

All workers shall discharge their duties in a courteous and efficient manner. It shall be the duty of the Contractor to monitor 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 all 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.

Section 1.25: 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 1.26: 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 1.27: 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 1.28: 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 1.29: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property 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 1.30: 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 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.32: Superintendent Shall be Supplied by the Vendor

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

Section 1.33: Tobacco Products

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

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

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.

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: Uniforms or Identification

The Contractor and contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

SCOPE OF SERVICES

The purpose of this solicitation is to select a qualified Contractor to provide for the total responsibility and complete lawn maintenance of Bahia common areas and Bermuda grass sports turf and clay areas at the East Lake Community Park located at 24809 Wallick Road, Sorrento, Florida 32776 (Approximately 34 acres). Fees shall be all inclusive of trip charges. The Contractor(s) shall assume all responsibility for mowing of the Bermuda and Bahia sports turf, lawn fertilization and pest control treatment and daily grooming and maintenance of the ball field clay areas. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.

The scope of services represents the minimum standards required. It is the ultimate responsibility of the Contractor to maintain the lawns and athletic fields in an attractive and uniformly manicured manner, which will reflect favorably upon the County and the Contractor.

Group 1 - Bermuda Grass Detail Mowing and Maintenance

All Calendar Months – All Bermuda grass shall be mowed two (2) times a week, Monday through Friday, 7:00 a.m. to 4:00 p.m.

This schedule is an absolute minimum and the Contractor may be required to exceed the minimum standards based on need, temperature, rainfall or other conditions that impact growth. The Contractor shall at all times adhere to any applicable laws pertaining to vegetative growth set forth under the Lake County Code and/or Land Development Regulations.

1. Mowing:
   A. Mowing height will depend on the season and per Park Manager direction.
   B. The Contractor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings at all times for areas mowed.
   C. Any area too wet for proper mowing will be mowed when the ground is dry enough to allow for it.
   D. Mowing around the clay areas.
   E. All turf areas shall remain well-manicured at all times.
   F. Reel type mowers are required. Contractor shall provide equipment list. See Section 1.13.2,C, Tab 7.
2. Edging:
   A. All surrounding turf areas adjacent to paved surfaces, or structural edges, around all clay areas such as sidewalks, driveways, parking lots, curbs, warming tracks, pitcher's warm up areas, headers and retaining walls etc. shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line.
   B. Bed edges will be kept clean and well defined around all clay areas, warming tracks, pitcher's warm up areas, etc., color beds, shrub beds, open beds and tree trunks to prevent encroachment from lawn.
   C. Edging around the clay areas.
   D. Walkways, beds and curbs will be edged every time the turf is mowed.
3. Clean up:

A. All excessive trimmings and clippings will be collected and removed from Lake County Parks property.
B. All sidewalks, driveways, parking lots, curbs, pavilions and amenities (tables, benches, trash cans) will be blown off in order to remove all debris generated during the performance of the contract.
C. All lawn areas will be cleared of litter and debris before mowing so as not to shred or scatter foreign matter.

Group 2 - Fertilization and Pest Control Program for Bermuda Grass – Includes all Bermuda grass areas including past the the field areas

1. The chemical lawn maintenance service shall cover the application of fertilizers, insecticides, and herbicides.
2. The chemicals used shall be applied only in accordance with the manufacturer's instructions. 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. The Contractor shall be responsible for any damages caused by its spraying or broadcasting.
3. The awarded Contractor shall provide the Lake County Office of Risk Management with MSDS's on all products utilized prior to applying the products.
4. The awarded Contractor shall notify the County Departments requesting service twenty four (24) hours in advance of the contractors's intent to work on any of the County locations.
5. If an infestation of pests and insects to be controlled is observed after scheduled application, the Contractor shall treat the area at no additional charge to the County.
6. Contractor or subcontractor must maintain and possess a current Certified Pest Control Operator (CPCO) Florida license.
7. Signs must be posted after each application identifying the chemicals used.
8. Chemical lawn maintenance shall be determined from a site specific evaluation, consisting of a soil analysis, report of nature infestation and the required corrective action.
9. Nematodes are to be treated ASAP and shall be included in the total cost.
9. **All Fertilization and Pest Control work shall be scheduled and coordinated with Parks and Trails at least five (5) business days in advance.**

The following chemicals or equivalent shall be used when providing lawn maintenance under this contract.

- *Herbicide: Dimethylamine salt of 2,4-D acid, Dicamba, Metsulfuron.*
- *Insecticide: Cypermethrin, Bifenthrin*
- *Revolver Herbicide, Sencor MSMA*

Month of January:

Task 1 - Apply 1-lb. N dry with 18-0-8 (ammonium sulfate) fertilizer, spot-treat broadleaf and grassy weeds on all Bermuda grass areas.

Month of February:

Task 1 - Apply 1.5-lb. N/M + .75 lbs K/M + .05 Fe/M + Pre-emergence herbicide (Pre-M) + Post emergence herbicide for broadleaf weeds (MCPA/Banvel; add Lontrel for tough weeds, Manor can be used also) on all Bermuda grass areas.

Month of March:
Task 1 -Apply 1-lb. N dry with 18-0-8 fertilizer. If Goosegrass is a historical problem, use Ronstar at 100 pounds product per acre on all Bermuda grass areas.
Task 2 - Perform verticutting on all Bermuda grass areas.

Month of April:
Task 1 - Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + Pre-M for pre-emergence for grassy/broadleaf weeds + Revolver Herbicide for sedge/broadleaf post-emergence + Talstar for mole crickets on all Bermuda grass areas.

Month of May:
Task 1 - Apply .75-lb. N dry with 18-0-8 fertilizer; spot treat broadleaf and grassy weeds on all Bermuda grass areas.
Task 2 - Apply "Top Choice" fire ant control application as per manufacturer recommendation.

Month of June:
Task 1 - Apply .75-lb. N dry with 18-0-8 fertilizer; apply Sencor (backpack) on goosegrass on all Bermuda grass areas.

Month of July:
Task 1 - Apply 1.5-lb. nitrogen (N) + .75-lb. of potassium liquid (K) + Talstar for young mole crickets on all Bermuda grass areas.
Task 2 - Provide mechanical aeration holes 1-6 inches deep and 2-6 inches apart. Hand aeration, solid spikes or tines into the soil is not allowed on all Bermuda grass areas. Aeration depth and diameter shall be four (4) inches deep with one (1) inch diameter plugs and approximately four (4) inches apart.

Month of August:
Task 1 - Apply .75-lb. N dry with 18-0-8 fertilizer. Spot treat with Revolver Herbicide for remaining sedge on all Bermuda grass areas.

Month of September:
Task 1 - Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + .05 lb. Fe/M; Broadleaf post-emergence; Talstar **or** Orthene for mole crickets on all Bermuda grass areas.

Month of October:

Task 1 - Apply 1-lb. N dry with 18-0-8 fertilizer on all Bermuda grass areas.
Task 2 - Apply over-seeding all Bermuda grass areas with rye perennial grass. Perennial ryegrass is seeded at 15lbs of seed per thousand square feet and must cover the entire Bermuda grass areas. To minimize clumping effect, put half the seed down in in each direction.

Month of November:
Task 1 - Apply 5-lb. K from 0-0-62 fertilizer.

Month of December:
Task 1 - Apply 1 lb. N dry with 18-0-8 or liquid nitrogen depending on turf's needs on all Bermuda grass areas.

Group 3 – Bahia Grass and Common Area Detail Mowing and Maintenance

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.

All equipment including but not limited to vehicles, trailers, ATV's, and chippers must be thoroughly cleaned with a pressure washer, by hand or blower to reduce the spread of exotic vegetation before reaching the initial work site and prior to leaving each work site.

1. Detailed Mowing – during the months of March through November, the Contractor shall mow all turf areas once a week. The cut edge of the bahia turf shall be at least three (3) inches above the ground or as directed by Parks and Trails representative.
2. Detailed Mowing – During the months of December through February, the Contractor shall mow all turf areas three (3) times per month or every ten (10) days. The Contractor shall assume these schedules are an absolute minimum and could be altered based on temperature, rainfall, or other conditions that impact plant growth. All turf areas shall remain well-manicured at all times. Any alternation of this minimum schedule shall be accomplished only with prior approval from the Parks and Trails Division.
3. Mowing work, trash pick-up, and blowing off is permitted Monday through Friday between the hours of 7:00 AM to 4:00 PM. No work is permitted on Saturdays, Sundays or County holidays.

Edging and weed eating services are required once a week (see below) during the twelve (12) month period.

1. Detailed Weeding – The Contractor shall manually remove all weeds and extraneous vegetation from all beds and planted areas on every cutting visit. All concrete and asphalt walkways and driveways shall be weeded; herbicide shall be used only in strict accordance with the herbicide manufacturer's printed directions. All debris from weeding and edging shall be removed from area and disposed of at no extra cost to the County.

2 Detailed Edging – The Contractor shall edge all plant beds, sidewalks, asphalt, driveways, parking lots, headers, and retaining walls, utility boxes, lips of the clay areas, and curbs on every cutting visit. All clippings shall be picked up and properly disposed of by the Contractor at no extra cost to the County, and the remaining loss material blown off all paved, recycled plastic, concrete or wood surfaces. Edging with herbicides shall <u>not</u> be allowed.

3. Overhang Trimming – The Contractor shall trim all branches from shrubs that hand or intrude into a walkway space on each mowing visit. The Contractor shall trim the shrub back only enough to clear the walkway until the next scheduled visit.

4. Trash Pick-Up / Blowing Off – The Contractor shall be responsible for removing and properly disposing of all trash and debris from the entire grounds before mowing is started. This is to include all limbs, tree and palm branches. All trash receptacles will be emptied daily by the Contractor. Includes all trash receptacles in the Dog Park. Trash bags and doggie bags replacement should be included as a part of service and must be replaced as necessary. All playground equipment, rubber surfaces, tennis courts, basketball courts, pavilions, sidewalks, parking lots, and site amenities must be thoroughly blown off once a week. If at any time, the Contractor finds a downed tree or any other condition that is unsafe; they are to contact the appropriate County Personnel immediately.

Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries must be followed. See Attachment 5.

Group 4 – Detail Grooming and Maintenance of Ball Field Clay Areas (Daily)

Contractor shall furnish all labor, approved ball field clay grooming equipment, fuel and any other incidental costs, and supervision necessary for grooming, grading, hand raking and maintenance of all clay areas related to the ball fields including warning tracks and pitchers warm up areas. Installation or removing clay from fields is deemed included in the total price. Clay is provided by the County, but loading, hauling, placing and grooming shall be done by the Contractor at the Contractors expense.

All clay areas must be left game ready to play on a daily basis. All work is to be performed between the hours of 7:00 AM and 12:00 PM Monday through Sunday.

January through December:
Daily (Monday through Sunday) detail grooming of all clay areas

January and July:
Roto-tilling of all clay areas

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

The proposer shall 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.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should <u>not</u> 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.

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. **<u>FAILURE TO SIGN THE PROPOSAL MAY</u>**

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.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, 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 a proposal will be available for public inspection 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.

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 born 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 the vendor to submit to an audit by any auditor of the County's choosing. The 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. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor 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/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

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.

RFP TITLE: BERMUDA SPORTS TURFGRASS AND BAHIA COMMON AREA MAINTENANCE AND RELATED SERVICES – EAST LAKE COMMUNITY PARK

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- 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: 3/10/14

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

PRICING SECTION

Contractors are required as stated in Section 1.4 of this solicitation to visit the site of the proposed work and are advised that map in Attachment 4 are not to scale. Contractors must field measure.

East Lake Community Park
24809 Wallick Road, Sorrento, Florida 32776

Pricing Group 1
Bermuda Grass Detail Mowing and Maintenance (no bahia mowing)

Item #	Month	Mowing, Edging and Clean Up for East Lake Community Park	Total Per Month
1	Month of January	$246.70 x 9	$2,220.30
2	Month of February	$246.70 x 8	$1,973.60
3	Month of March	$246.70 x 9	$2,220.30
4	Month of April	$246.70 x 8	$1,973.60
5	Month of May	$246.70 x 9	$2,220.30
6	Month of June	$246.70 x 8	$1,973.60
7	Month of July	$246.70 x 9	$2,220.30
8	Month of August	$246.70 x 9	$2,220.30
9	Month of September	$246.70 x 9	$2,220.30
10	Month of October	$246.70 x 9	$2,220.30
11	Month of November	$246.70 x 8	$1,973.60
12	Month of December	$246.70 x 9	$2,220.30
	Bermuda Grass Mowing and Maintenance - Yearly Cost		$25,656.80

Pricing Group 2
Fertilization and Pest Control Program of Bermuda Grass

Item #	Month	Task 1	Task 2	Task 3	Total Per Month for all Tasks
1	Month of January	1430.00			1,430.00
2	Month of February	1750.00			1,750.00
3	Month of March	2270.00	2760.00		5,030.00
4	Month of April	1750.00			1,750.00
5	Month of May	910.00	3,480.00		4,390.00
6	Month of June	910.00			910.00
7	Month of July	1,750.00	540.00		2,290.00

8	Month of August	910.00			910.00
9	Month of September	1750.00			1750.00
10	Month of October	1430.00	4170.00		5,600.00
11	Month of November	1510.00			1510.00
12	Month of December	2190.00			2190.00
	Fertilization and Pest Control Program of Bermuda Grass - Yearly Cost				29,510.00

Pricing Group 3
Bahia Grass and Common Areas Detail Mowing and Maintenance

Item #	Month	Bahia Grass and Common Area Mowing and Maintenance		Total Per Month
1	Month of January		1600.00	1,600.00
2	Month of February		1600.00	1,600.00
3	Month of March	1600.00		1,600.00
4	Month of April	1600.00		1,600.00
5	Month of May	1600.00		1,600.00
6	Month of June	1600.00		1,600.00
7	Month of July	1600.00		1,600.00
8	Month of August	1600.00		1,600.00
9	Month of September	1600.00		1,600.00
10	Month of October	1600.00		1,600.00
11	Month of November	1600.00	n/a	1,600.00
12	Month of December		1600.00	1,600.00
	Bahia Grass and Common Areas Detail Mowing and Maintenance - Yearly Cost			19,200.00

Pricing Group 4
Detail Grooming and Maintenance of Ball Field
Clay Areas

Item #	Description	Cost Per Month	Months Per Year	Cost Per Year
1	Daily detail grooming of all clay areas at Minneola Athletic Complex. **Service to be daily (Monday through Sunday)**	3500.00	12	42,000.00

2	Roto-tilling of all clay areas and ballfields including clay infields, warning tracks and pitchers warm up areas. **Service to be in January and July only.**	1200.00	2	2,400.00
Detail Grooming and Maintenance of Ball Field Clay Areas - Yearly Cost				44,400.00

Total Yearly Cost for Group 1, 2, 3, and 4	74,366.80

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.

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)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): 321 Georgia Avenue, Longwood, FL 32750
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

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.

n/a

DUNS Number (Insert if this action involves a federal funded project): 18-3844331

General Vendor Information and Proposal Signature:

Firm Name: D&A Building Services, Inc.
Street Address: 321 Georgia Avenue, Longwood, FL 32750
Mailing Address (if different): same
Telephone No.: 4078315388 Fax No.: 4078311377 E-mail: jen@dabuildingservices.com
FEIN No. 59-3095997 Prompt Payment Terms: 0 % days, net
Signature: Date: 4/1/14
Print Name: Albert Sarabasa Title: President/CEO

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: Sandra Rogers Date: 06-11-14
Printed name: Sandra Rogers Title: Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References
Attachment 2: Vendor Profile Form
Attachment 3: Similar Projects Form
Attachment 4: Park Map
Attachment 5: Florida Friendly Best Management Practices

ATTACHMENT 1 - WORK REFERENCES

Agency	Lake County
Address	315 W Main Street
City,State,ZIP	Tavares, FL 32778
Contact Person	Shane Strew
Telephone	352.516.4916
Date(s) of Service	7/09-current
Type of Service	Mowing maintenance, lawn and fertilization svc
Comments:	

Agency	Health Central
Address	10,000 West Colonial Drive
City,State,ZIP	Ocoee, FL 34761
Contact Person	Tom Henig
Telephone	407-296-1709
Date(s) of Service	12/08-current
Type of Service	Mowing maintenance, lawn and fertilization services, irrigation
Comments:	

Agency	Oviedo High School
Address	601 King Street
City,State,ZIP	Oviedo, FL 32755
Contact Person	Drew Morgan
Telephone	407-320-4014
Date(s) of Service	4/11-current
Type of Service	Mowing maintenance, lawn and fertilization services, irrigation
Comments:	

ATTACHMENT 2 - VENDOR PROFILE FORM

1. Bidder Name & Address:

D&A Building Services, Inc.
321 Georgia Avenue
Longwood, FL 32750

1a. FEIN #

59-3095997

1b. Year Firm was established 1985

1c. Are you a "Not for Profit" 501(c)(3) organization?

Yes _____ No x

If you answered yes, please provide proof.

1d. Licensed to do business in the State of Florida?

X Yes _____ No

1e. Name, Title & Telephone Number of Principal to Contact

Albert Sarabasa, President/CEO
407-831-5388

1f. Address of office to perform work, if different from Item 1

same

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.

Stan Drake
Jeff Streich
Jen DeOrio
John Ben VanDamme

3. The foregoing is a statement of facts.

Signature: _____ Date: 3/21/14

Albert Sarabasa (Typed or Printed Name)

President/CEO (Title)

ATTACHMENT 3 - 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.	

ATTACHMENT 3 - 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:
Project: Health Central Main Hospital, Express Care & Wound Center Health Central 10,000 West Colonial Drive Ocoee, FL 34761	Tom Henig Title: Chief Engineer
Completion Date (Actual or Estimated) 12/08-current Project Cost: $ $177,000/annually	Telephone Number 407-296-1709

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Landscape maintenance services to include mowing, blowing off debris, edging, detailing, lawn and ornamental fertilization and irrigation.

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Stanley Drake
John Smeltzer
Francisco Moro
Jesus Arboleda
Ben Van Damme

ATTACHMENT 3 - 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:
Project: Lawn & Fertilization Services at Northlake Community Park, East Lake Community Park and Minneola Athletic Complex Lake County 315 W Main Street Tavares, FL 32778	Shane Strew Title: Engineer
Completion Date (Actual or Estimated) 7/09-current Project Cost: $ $126,000/annually	Telephone Number 352.516.4916

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Lawn and ornamental fertilization for all three parks.

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Stanley Drake

ATTACHMENT 3 - 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:
Project: Athletic Field Mowing Services at Northlake Community Park, East Lake Community Park and Minneola Athletic Complex Lake County 315 W Main Street Tavares, FL 32778	Shane Strew Title: Engineer
Completion Date (Actual or Estimated) 4/11-current Project Cost: $ $86,000/annually	Telephone Number 352.516.4916

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Mowing maintenance services to include mowing, blowing off debris, edging and detailing for all three parks.

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Stanley Drake
Juan Perez
Carlos Arboleda

ATTACHMENT 3 - 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:
Project: Athletic Fields Oviedo High School 601 King Street Oviedo, FL 32765	Drew Morgan Title: Dean of Students
Completion Date (Actual or Estimated) 4/11-current Project Cost: $ $15,000/annually	Telephone Number 407-320-4014

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Landscape maintenance services to include mowing, blowing off debris, edging, detailing, lawn and ornamental fertilization and irrigation (when requested).

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Stanley Drake
John Smeltzer
Jeffrey Stroich
Ben Van Damme