



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Road Side Mowing and Litter Removal

RFP Number: 09-0402 **Contracting Officer:** Freddy Suarez
RFP Opening Date: November 5, 2008 **Pre-Proposal Date:** October 23, 2008
RFP Opening Time: 3:00 P.M. **Issue Date:** October 7, 2008

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Performance Bond:	Section 1.9
Licenses, Permits and Fees:	Section 1.19
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	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 within ten (10) working days after the opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

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

NO-RESPONSE REPLY

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

- Not interested at this time; keep our firm on Lake County’s Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County’s Vendor’s List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____
E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for Roadside Mowing and Litter Removal Services of Lake County roads. The intent is to increase the safety of the motoring public and to enhance the aesthetic value of Lake County roadways.

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. Questions should be submitted no later than five (5) working days before the opening date.

Freddy Suarez, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352.343.9839
Fax: 352.343.9473
E-mail: fsuarez@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 – Considering Qualifications and Pricing

Award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Proposed equipment to accomplish task.
3. Reports from direct and indirect references.
4. Proposed costs.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.

Section 1.4: Pre-Proposal Conference / Site Visits (Recommended)

A pre-proposal conference will be held on October 23, 2008 at 2:00 P.M. in the Office of Procurement Services conference room No. 416 to discuss the special conditions and specifications included within this solicitation.

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

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

Section 1.5: Term of Contract - Twelve 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 contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6.a: Option to Renew for Four Additional Year(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 an additional four (4) 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 Consumer Price Index (CPI). 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.b: 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 price index in effect on the beginning date of any contract resulting from this solicitation, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

[example: if the cost of fuel 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 one-point-two percent (1.2 %)].

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://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/gasoline_and_fuel_oil/price_sheets_daily_price/price_sheets_current_pricing for unleaded gas, Florida PAD 1, Orlando

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

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

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

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

Section 1.7.a: Method of Payment - Periodic Invoices For Completed Purchases

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

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 proscribed 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, Chapter 218, part VII, Florida Statutes.

Section 1.7.b: Basis of Payment

1. Payment shall be full compensation for furnishing all equipment, materials, labor, maintenance of traffic, mobilization, and all incidentals necessary to complete all mowing operations specified. The vendor shall be compensated at the unit price per cycle, as specified in the vendor's bid proposal, multiplied by the actual measured acres completed and accepted by the County, less any damages accessed.
2. Upon written notice from the vendor that a cycle is complete, the Contract Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty (\$80.00) dollar fee to the vendor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.
3. No deduction shall be made from the pay quantities for any one area authorized by the Contract Manager to remain un-mowed during a cycle unless it exceeds one (1) acre in extent.
4. If subcontractors or materials suppliers are to be used by the vendor, the vendor shall provide a listing of such subcontractors and/or materials suppliers with the vendor's acceptance of the cost estimate. The listing shall include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the

percentage of the overall proposed project. Prior to final payment to the vendor, the vendor shall provide Certification of Payment to Subcontractors/Materials Suppliers before invoice is processed and paid.

Section 1.7.c: Invoicing

Address for invoicing: Attn: John Bringard, Senior Contracting Officer, Lake County Public Works, 31150 Industry Drive, Tavares, FL 32778. Invoices shall be submitted within thirty (30) calendar days from completion of a cycle. Invoices submitted later than that take the risk of non-payment if verification of work can not be substantiated by the Contract Manager. All invoices shall be supplemented with statements showing the proper disposal of the litter picked up each cycle by an approved State Permitted Facility (See Attachment 1 of this solicitation for contact information).

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	\$500,000
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Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
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	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

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	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

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 **sixty (60)** days prior written notice to the County of any **change, cancellation, or nonrenewal** of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

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

Certificate holder shall be:

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

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

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

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

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible **or self-insured retention** in any insurance policy. The payment of such deductible **or self-insured retention** shall be the sole responsibility of the vendor and/or subcontractor 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: Performance Bond Based on Percentage of Offer Price

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 100% of the vendor's offer price. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice of award.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI

2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of this contract and/or as long as the funds are being held by the County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Section 1.10: Mowing and Litter Removal Cycles

See Section 3, Method of Operations.

Section 1.11: Acceptance of Goods and Services

The vendor shall ensure that all cuttings be performed in such a manner as to result in a stand of

mowed grass and/or vegetation cut uniformly at a nominal six (6) +/- ½ inches, unless otherwise directed by the contract manager. The vendor shall provide a cut that is clean and sharp, with no streaks or scalping, and with a uniform distribution of the cuttings at all times for the areas mowed. The accumulation or the piling of cuttings shall not be permitted. Mowing areas of different widths shall be connected with smooth flowing transitions. The Contract Manager shall review completed areas for quality and acceptance. Areas determined to be unsatisfactory by the contract manager shall be re-mowed at no additional cost to the County. Areas requiring re-mowing shall be completed within the cutting cycle time.

During periods of mowing operation, the vendor can consult with the contract manager for inspection and tentative approval or work quality being accomplished.

Section 1.12: Warranty

Not applicable to this solicitation.

Section 1.13.a: 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 (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. 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 solicitation closing.

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 416
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 Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

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

Section 1.13.b: Completion Requirements for a Request for Proposal (RFP) Evaluated Qualifications and Pricing

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

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

A. Economy of Presentation

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

B. Proposal Guidelines

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

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

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

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. Qualifications of proposed personnel.
- B. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
- C. Any required licenses and permits.
- D. Provide at least three (3) recent references where the proposed product /service have been used within the past 3 years. Please use the form attached.

Tab 2 - Proposed Equipment to Accomplish Task

Year make and model of all new and used equipment owned by the contractor

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 - 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 5 - 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 Section:

The price proposal shall be organized into the following major sections.

Tab 1 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 2 - Completed Pricing Section

- A. Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- B. Provide any required addendum.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, 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.

The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the mower, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

Section 1.15: 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 1.16: Damage

Any item damaged, as a result of the vendor’s or its subcontractor’s operations, such as but not limited to, sidewalk, seating, curb, pipe, drain, water main, pavement, mail box, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by the Contract Manager. Any bill submitted to the County such as but not limited to, from a utility company or land owner that is determined to be the result of damage done by the vendor shall be the responsibility of the vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor’s invoice for work accomplished during the cycle.

If the vendor causes damage to a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed within 48 hours and a written report submitted to the Contract Manager outlining actions taken to correct the complaint. The vendor shall notify the County within one (1) business day of any complaints given directly to the vendor.

Section 1.17: Liquidated Damages

- A. The County and the vendor recognize that, since time is of the essence for services as part of this Contract, the County could suffer financial loss if the work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date the work is completed to the satisfaction of the Contract Manager. The definition of completion shall be all areas mowed as per the specifications as stated herein are completely mowed to the satisfaction of the Contract Manager on or before the scheduled completion date as stated on the notice to proceed. Any deficiencies that are assessed shall be completed within seven (7) calendar days. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The liquidated damages shall be as follows:

Original Cycle Amount	Daily Charge Per Calendar Day For any day over the scheduled Completion day.
\$5,000 and under.....	\$25
Over \$5,000 but less than \$10,000.....	\$75

\$10,000 or more but less than \$20,000.....	\$150
\$20,000 or more but less than \$30,000.....	\$250
\$30,000 or more but less than \$40,000.....	\$350
\$40,000 or more but less than \$50,000.....	\$450
Over \$50,000 but less than \$250,000.....	\$544
\$250,000 or more but less than \$500,000.....	\$634
\$500,000 or more but less than \$2,500,000.....	\$1,288
\$2,500,000 or more but less than \$5,000,000.....	\$2,470
\$5,000,000 or more but less than \$10,000,000.....	\$3,730
\$10,000,000 or more but less than \$15,000,000.....	\$5,240
\$15,000,000 or more but less than \$20,000,000.....	\$6,078
\$20,000,000 and over.....	\$8,624 plus
	0.00027 percent per day for
	amount over \$20,000,000

- C. Any Contractor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

Section 1.18: Business Hours of Operations

The vendor shall only work on this contract between 7:00a.m. and 5:00p.m. Monday through Friday. There shall be no work on the weekends or County Holidays without prior approval of the Contract Manager. County Holidays are as follows:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 1.19: Availability of Contract to Other County Departments

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

Section 1.20: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building 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 or inspections, shall be borne by the vendor.

Section 1.21: 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 1.22: Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as we as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager. All communications to the superintendent shall be as binding as if given to the vendor.

Section 1.23: 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 Contract Manager.

Section 1.24: Personnel

The vendor shall provide competent, suitable, and qualified personnel to perform the work as required by these specifications. The vendor shall be fully responsible for the performance of its organization and completion of all work under this contract. The vendor shall, at all times, maintain good discipline and order at the work site. The vendor shall maintain a dress code for their employee's with a minimum of shirt, shorts/pants, and shoes, in decent condition, at all times while the work is being performed. The vendor shall provide a list of all foremen and supervisors who shall perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. The vendor shall furnish the contract manager with a list of all subcontractors, if any, with their phone numbers, performing work on this contract.

Section 1.25: Availability of Contract to Other County Departments

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

Section 1.26: Indemnity

The vendor shall indemnify and save 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 whatever 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 1.27: Hazardous Materials

The vendor is responsible for notifying the Contract Manager of any hazardous materials used on the work site and providing him with a copy of the Material Safety Data Sheets (MSDS) as required by law.

Any spillage of hazardous chemicals and/or wastes caused by the vendor must be reported

immediately to the Contract Manager and cleaned up in accordance with all State and Federal Regulations. The cost of clean up of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor and the County shall share no responsibility with these costs. A copy of a complete report showing compliance with local, state, and federal agencies shall be given to the County.

If any hazardous chemicals or conditions are discovered during the normal mowing operation, the vendor shall immediately contact the Contract Manager by telephone with a description and the location of the condition.

SCOPE OF SERVICES

The Roadside Mowing and Litter Removal will incorporate roads throughout Lake County. The work involves a routine of mowing/trimming of shoulders, front and back slopes that are 3 horizontal to 1 vertical (3:1) or less, roadside ditch bottoms, and various width utility strips, right of ways, and similar areas conducive to the use of high production equipment.

Specialized mowing consisting of slope mowing steeper than 3:1 is not included in this contract.

This RFP is to provide a supplemental contract designed to aid and enhance the services already provided to the citizens of Lake County by the Public Works Department.

There are no guarantees as to the quantities or frequencies of services included in this contract.

The County reserves the right to make changes, substitutions, additions or subtractions to the list of roads as necessary to best serve the needs of the County and its Citizens. The County shall apply the vendor's price average when calculating the compensation for any additional areas.

The Contract Manager shall be the Public Works Senior Contracting Officer, or authorized representative, Lake County Public Works, Road Operations. The work specified in this bid consists of the routine mowing and litter removal of grassed or vegetated roadside areas with high production mowing equipment. The use of specialized equipment or hand labor may be required to perform specified work in certain areas or during certain times.

As part of its solicitation, the vendor shall provide per acre unit price for "On-Call" mowing. This price shall include but not be limited to, mobilization, equipment cost, and labor, and all incidentals needed to complete the work as outlined in this bid. The vendor shall be required to start work within five (5) calendar days from notice given by the County.

DESCRIPTION OF WORK

Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the vendor to verify the number of acres of mowing to be accomplished in accordance with areas outlined under Section 4. It is responsibility of the vendor to verify the quantity that is stated in the RFP. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question. If the vendor proceeds to begin a work cycle without mutually agreeing upon the discrepancy, then the vendor shall not be entitled to any additional compensation for the extra work performed. The total number and the timing of cycles shall depend upon the growth conditions of the grass during the season. For the purpose of this contract, there shall be seven (7) mowing/trimming cycles, and three (3) litter pick up cycles for each route/road, see Section 2 "Mowing and Litter Removal Cycles", however, the actual number of cutting cycles within the contract period may be increased or decreased as directed by the contract manager.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours. The vendor shall mow up to the limits maintained by Lake County and around existing appurtenances located within the roadway right-of-way as directed by the contract manager. If there is neither a fence line or tree line to mow up to the vendor shall make every effort to either mow to the existing mow line or mow so that there is a consistent area of right of way (area between the road and edge of mowing) being mowed in the area.

The anticipated routes/roads and acres to be maintained are described in Section 4 of this solicitation. These estimates have been calculated by deleting an average of areas mowed by adjacent landowners and are subject to change. Adjustments may need to be made in the future by mutual consent of the vendor and the contract manager.

The quantities listed herein are estimated annual requirements only and are given only to allow for preparation of your bid proposal. NO QUANTITIES ARE GUARANTEED FROM THIS RFP. Any contract entered into will be an indefinite quantity type. The vendor shall mow such acres as may be ordered by the Contract Manager, and the contract shall be binding only for the actual quantities ordered.

The areas listed below are of special concern and are not to be mowed at any time.

- **CR44 – Front of Mid Florida Lakes MHP**
- **CR44 – Front of Browns Auto Sales Intersection of CR44 & Radio Rd.**
- **9201 Pine Island (CR 565B)**
- **CR 439 – Intersection of CR 44A at the Northwest corner: mow only to the back edge of the orange concrete post.**

Mowing at the area of CR 470 and the Turnpike interchange the vendor shall be responsible for mowing all vegetation as outlined in the above mowing specifications for 50' on each side of the center line of the road. This shall include but not limited to all storm water ponds, swales and ditches within these limits.

METHOD OF OPERATIONS

Mowing/Trimming and Litter Removal Cycles

Mowing/trimming and litter pick-up cycle total time is five (5) weeks. If either the mowing/trimming or the litter removal is not completed within the five (5) week cycle the County shall have the right to access liquidated damages as outlined in these specifications.

Mowing Cycle 1: April 1 through May 6
 Mowing Cycle 2: May 7 through June 10
 Mowing Cycle 3: June 11 through July 15

Mowing Cycle 4: July 16 through August 19
Mowing Cycle 5: August 20 through September 23
Mowing Cycle 6: September 24 through October 30
Mowing Cycle 7: October 29 through November 30

Litter removal consists of five (5) week cycle time

Litter Cycle 1: December 11 through January 15
Litter Cycle 2: January 15 through February 19
Litter Cycle 3: February 20 through March 26

Mowing and Litter Removal Operation

The vendor shall remove all litter and debris from the County right-of-way in conjunction with each of the mowing cycles to allow for a neat appearance after completion of each cycle. The process of removing the litter shall take place no more than 24 hours in advance of the mowing operation.

The vendor shall be responsible for the pickup, removal and disposal from the right-of-way, items such as but no limited to, bottles, cans, wood, tires, cans, bags of trash, newspapers, cigarette packages, magazines, boxes, food containers, sheets of paper, etc., that would be torn, ripped, scattered, or further subdivide by the mowers and result in an objectionable appearance.

The vendor shall provide proof of the proper disposal of debris removed from the worksite that is part of this bid. Tickets showing the proper disposal, in an approved State certified facility, shall be marked with the corresponding road(s), date, and cycle number. The tickets of disposal accompany the invoice. These tickets shall identify which roads they are associated with. In other words, the vendor is responsible for labeling the disposal tickets with the roads that the litter was removed from.

Operation Guidelines

- a. The vendor shall complete one cutting cycle for roadside areas within five (5) weeks of beginning the cycle, weather permitting, as determined by the Contract Manager. Cycle seven (7) is shortened by nine (9) days. There shall be no mowing allowed in the month of December unless otherwise directed by the contract manager.
- b. Mowing shall normally be performed from April 1 through November 30. These dates are subject to change as determined by the contract manager, due to weather or other conditions.
- c. Litter removal only will be performed from December 1 through March 31. These dates are subject to change as determined by the Contract Manager, due to weather or other conditions.
- d. Litter removal shall be completed in the same time frame and of the same notice procedures as

that of the regular mowing cycles.

- e. The vendor shall not begin ANY cutting cycle until authorized by the Contract Manager in writing or e-mail with a “NOTICE TO PROCEED” document (see attached document on Section 5 of this RFP). The vendor shall notify the Contract Manager when a cycle is started and completed, and also, shall notify the Contract Manager when work is interrupted due to weather, breakdowns, etc.
- f. The Contract Manager shall determine when to begin each mowing / litter removal cycle. The vendor shall not begin any cutting cycle until authorized in writing or by e-mail by the Contract Manager. The vendor shall inform the Contract Manager on a daily basis as to the locations to be worked and the areas completed the previous day. The vendor shall maintain coordination with the Contract Manager at all times. Either party may request and be granted a conference upon request within two (2) working days of the request.
- g. The vendor shall submit a work schedule prior to beginning any work cycle. The work schedule shall contain the route to be followed and the location of work each day. The vendor shall contact the Contract Manager daily with the progress of the preceding day and the anticipated completion of work for the day. This notification shall be either an e-mail (preferred) or a fax and shall be delivered before 9:00 a.m. of each working day. The vendor shall also consult with the Contract Manager prior to any schedule variance. The notification shall occur the day before any scheduled variation is to take place and must be agreed to by the Contract Manager.
- h. When work by County forces, by other vendors, or weather conditions of a temporary nature prevent the vendor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Contract Manager may require the vendor to cut these areas as part of the cycle without penalty for exceeding the time allowed. If the vendor encounters an area where the grassed areas normally mowed are saturated with standing water to the point where the equipment may not be used without excessive damage to the turf, the vendor shall notify the Contract Manager immediately. When, in the opinion of the Contract Manager, these areas shall be avoided, they shall be mowed at subsequent cycles when required by the Contract Manager. No deduction shall be made from the pay quantities for any one area unless it exceeds one acre in extent. Extension of cycle days shall occur in half-day or full day increments only, and shall only be given for delays caused by work by County forces or by other vendors. It shall be the responsibility of the vendor to notify the Contract Manager immediately if a claim is being made, followed by a written request stating the date, time, and reason for the claim for extension.
- i. **Litter Removal:** The vendor shall remove all litter and debris from the County right-of-way in conjunction with each of the mowing cycles to allow for a neat appearance after completion of each cycle. The process of removing the litter shall take place no more than twenty-four (24) hours in advance of the mowing operation. The vendor shall remove trash for the entire length of the road to include all the areas mowed and for a minimum of ten (10) feet of the edge of payment in the areas not mowed. This shall include but not be limited to the right-of-ways that are being maintained by the adjacent land owners, around guardrails, and along

fence/tree lines.

The vendor shall be responsible for the pickup, removal, and disposal from the right-of-way items such as but not limited to bottles, cans, wood, tires, bags of trash, newspapers, cigarette packages, magazines, boxes, food containers, sheets of paper, etc. that would be torn, ripped, scattered or further break up by the mowers resulting in an undesirable appearance.

- j. The vendor shall provide proof of the proper disposal of debris removed from the work site that is part of this solicitation. Tickets showing the proper disposal by an approved State Permitted Facilities (See Attachment 1 of this solicitation for contact information), shall be marked with the corresponding road(s), date, and cycle number. The tickets of disposal shall accompany the invoice. These tickets shall signify which roads they are associated with. It is the vendor responsibility to label the disposal tickets with the roads that the litter was removed from. The vendor is not required to remove grass or other vegetation cuttings from the right-of-way not required to rake or pick up the cuttings.
- k. When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. This provision does not apply when the specific work-site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.
- l. Areas that are being mowed by adjacent landowners shall be avoided and not mowed. This shall be accomplished by raising the mowing deck and bypassing the area either in a way so that no damage shall be caused to the right of way or adjacent property, or by driving in the road.
- m. The vendor shall be responsible for mowing within two (2) feet of routine roadside objects, such as, but not limited to, signs, mailboxes, guard rails, phone boxes, etc. Uncut areas leading up to and away from obstacles shall not be allowed. If needed, the vendor shall pull up to and back up to obstacles with the mowing deck to insure that only a two (2) foot area left uncut. The vendor shall be responsible for flush cutting mitered ends and driveways within the right of way.
- n. The use of any herbicide is specifically prohibited under this contract.
- o. The vendor shall ensure that its operation does not cause rutting or damage to the ditch slopes. The vendor shall be solely responsible for repairing any damaged caused by the normal mowing operations to the ditches. If rutting occurs, the County may opt for hand mowing only.
- p. When necessary for mowing machines to cross bridges with full width shoulders on the right, the crossing shall be made on the shoulder. All bridges shall be crossed with extreme care and operations shall be planned to reduce such crossings to a minimum.
- q. When necessary for mowing machines to cross the travel way, a location shall be selected that provides a minimum of five hundred (500) feet of unobstructed sight distance. The operator

shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations shall be planned to minimize crossings.

- r. Any equipment left on the right-of-way overnight shall be parked outside the clear zone. No equipment parking in the median area is permitted including overnight parking.
- s. The vendor shall conduct all service and supply operations between the travel way and the right-of-way line and be outside the clear zone. No supply vehicles shall enter the median for any purpose. No service vehicle shall enter the median except when necessary to repair or remove inoperable equipment.

No storage or service of equipment shall take place on private property unless the vendor has a letter from the landowner stating that the vendor has permission to do so. The vendor shall give a copy of any such letter to the County before any equipment is being stored.

- t. Should the vendor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the vendor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the vendor shall notify the Contract Manager immediately by telephone and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the vendor may have had to request a time extension.

If the vendor complies with the two (2) business days notice requirement, the Contract Manager shall ascertain the facts and the extent of the delay being claimed. The Contract Manager's findings of fact justify such an extension, and the Contract Manager's finding of fact shall be final and conclusive on the parties. The vendor shall cooperate with the Contract Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact the Contractor's Construction Schedule. Extensions of contract time must be authorized via contract modification approved in accordance with Board policy.

The vendor shall contact the Contract Manager two (2) business days prior to starting any job. All work, once started, shall be completed before any other work shall commence on subsequent work documents. The only exception to this occasion is when the County determines that such other work is in the best interest of the County and should be expedited.

If the vendor fails to follow-up with a written request within forty-eight (48) hours the vendor shall lose all rights to the claim.

- u. Rain delays shall only be given for days of rain above the average rain days. No additional days shall be granted to the contractor for weather delays unless there are days over and above the average rain days as shown on the following site;
http://www.sercc.com/climateinfo/historical/historical_fl.html

If the vendor makes a claim for rain days the Contract Manager shall use the following website for calculating the actual rainfall as days recorded with rainfall

<http://www.wunderground.com> .

No extensions for rain delays shall be given for what has taken place on the weekends or holidays.

ALTERNATIVE: Trimming Operation

All appurtenances and obstacles within the mowed areas shall be trimmed around by the vendor as necessary to present a well-groomed appearance. Appurtenances and obstacles shall include but are not limited to sign posts and bases, delineator posts, slopes, guardrails, barrier walls, end walls, pipes, drainage structures, poles, culverts, mitered ends, guys, trees, landscape areas, etc.

Trimming shall be no shorter than three (3") inch and no longer than six (6") inches and shall provide an even appearance with the surrounding cut. No scalping of the areas being trimmed shall be allowed. Care shall be taken when trimming around items so as to not cause damage. Any damage caused by the trimming operations shall be repaired as outlined in Section 1.16.

Maintenance of Traffic (MOT)

Maintenance of traffic shall be the responsibility of the vendor, be part of the bid price, and shall conform to the Florida Department of Transportation (F.D.O.T.) most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be obtained online from the F.D.O.T. website: www.dot.state.fl.us/mapsandpublications and clicking onto "On Line Store", Logon, and order what's needed.

All costs associated with MOT must be included with the Unit Price. If the vendor does not comply with the F.H.W.A. and M.U.T.C.D. (e.g. signs, qualified flagmen, barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

All lane closures shall have the prior written approval of the Contract Manager.

The foregoing requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.

Mowing Equipment

The vendor shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. If, in the opinion of the Contract Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the Contract Manager at no additional cost to the County.

The County reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, the contract manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Contract Manager. Inspection and approval of the vendor's equipment by the Contract Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion of the mowing cycle.

As a minimum, all mowing equipment shall be equipped with a slow moving vehicle sign, properly operating amber flashing or white strobe light, eighteen (18") inches by eighteen (18") inches fluorescent orange warning flags mounted on each side of the rear of the mower. Protective devices on the mower decks shall be used to prevent objects from being thrown into traffic. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the Contract Manager determines that equipment is deficient in safety devices, the vendor shall be notified immediately. The vendor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the contract manager.

Mowing equipment used by the vendor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of the cut is adjustable. Equipment, which damages curbs, pavement, or turf, shall not be allowed.

Litter Removal Equipment

Any item or equipment utilized to transport litter shall be constructed in a manner to preclude further distribution or loss of litter along the roadway. All open top carriers shall be covered and secured with tarpaulins.

The vendor may submit a written request for approval, to the contract manager for the use of specialized equipment designed for mechanized removal of litter and debris. The Contract Manager may require the vendor to establish, at the vendor's expense, satisfactory results that the specialized equipment will produce quality litter removal. The Contract Manager may require additional safety devices or precautions unique to the equipment. Equipment that damages curbs, pavement, or turf shall not be allowed.

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 which 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” are equivalent in this RFP and indicate an essential requirement or condition, the material deviation from which may not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature.

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 opening 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. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

Procurement Services 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. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

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

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

Changes to Proposal - Prior to the scheduled proposal closing, 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.

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 closing 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 for the solicitation. The withdrawal 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 closing date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest

payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Proposal 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 the rejection of the bid.
- 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 proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSED 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 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

3.5 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. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.
- 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.

3.6 CONTRACT EXTENSION

The County reserves the unilateral right 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. This 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.

3.7 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.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars 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 these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing 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.

3.9 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 as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 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 at the same prices, terms and conditions.

3.11 PROTEST OF AWARD

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

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 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.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. 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.

3.17 INDEMNIFICATION

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.

3.18 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. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. 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, and any contract resulting from collusive bidding may be terminated for default.

3.19 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.

3.20 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."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a 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.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation 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 appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or 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. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS

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 three (3) years 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.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.26 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 procurement representative designated herein prior to submittal of a response or application of any type 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.

3.27 INCURRED EXPENSES

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

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP 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.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal 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 proposal 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>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. 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 sub-contractors. 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.

3.32 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 any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 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.

3.34 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.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must 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. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.37 GRANT FUNDING

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

RFP TITLE: Road Side Mowing and Litter Removal

NOTES:

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PRICING SECTION

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 1 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- For bidding purposes, the miles listed below represent the total length of the road. The vendor shall use this measurement to calculate the cost per cycle for trash pick-up as specified in Section.
- For bidding purposes the acres shown below are for the areas to be mowed. The vendor shall use these measurements to calculate the cost of mowing per cycle as described in the Scope of Work.

Road Name	Road Behind	Road Ahead	Miles	Acres
CR 474	US 27	SR 33	8.6	40.2
CR 565B/ Pine Island	CR 561	SR 33	3.7	9.5
CR 478/Cherry Lake Rd.	SR 19	E. Apshawa Rd	5.9	20.6
CR 561/Lake Minneola Shores-(01)	US 27 (Hardees)	SR 50	4.7	3.9
CR 561-(02)	SR 33	Clermont	4.8	20.7
CR 565A-(02)	CR 561/Lake Minneola Shores	SR 50	2.8	3.3
CR565A/ Monte Vista Rd-(01)	CR 565B	SR 50	4.6	11.6
CR 565/Villa City Rd-(01)	SR 50	US 27	7.4	22.7
CR 565 / Bay Lake Rd-(02)	SR 50	South to dead end	10.1	18.1
CR 33-(01)	US 27	CR 48	1.4	5.6
CR33-(02)	SR 50	CR 48/470	12.1	30.9
CR 48-(02)	SR 33	End of County Maintenance	5.6	43.7
CR 48-(01)	SR 19	CR 33	8.0	33.9
CR 25	US 441	North to County line	2.8	6.8
CR 468	Pineridge Dairy	SR 44/Main St	7.3	3.0
CR 466A /Miller Street	County Line	Cutoff Road	8.5	2.6
CR 466	County Line	Rolling Acres	3.4	1.1
CR 470	CR 33	To County Line	3.8	16.9
CR 455-(01)	SR 19	CR 561	2.9	7.6
CR 25A	South of Leesburg US 27	US 27	1.6	2.3
CR 455-(02)	CR 561	Montverde	8.9	21.0

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 09-0402

Road Name	Road Behind	Road Ahead	Miles	Acres
CR 455-(03)	Montverde	Old Hwy 50 (CR 50)	4.3	5.6
Old CR 50-(01)	Hancock Rd	CR 455	2.5	5.7
Old CR 50-(02)	CR 455	County line	2.9	4.0
CR 561A	CR 561	CR455	3.2	8.7
CR 561-(03)	SR 19	US 27	12.7	22.8
CR 448-(01)	SR 19 ONE SIDE ONLY	CR 561 ONE SIDE ONLY	1.1	2.5
CR 448-(03)	Shirley Shores Rd	Intersection of CR 448/488A	2.2	4.5
CR 448-(04)	CR 561	Shirley Shores Rd	2.5	13.3
CR 448-(02)	CR 448A	East to County line	0.5	0.7
CR 448A-(01)	CR 448	Dead end	1.4	1.0
Duda RD	CR 48	County line	0.6	1.3
CR 448A-(02)	Duda Rd	CR 448 east	1.4	1.3
CR 48-(03)	CR 561	CR 48/448A	4.3	19.1
CR 44-(02)	US 441	East to CR 452	10.2	14.1
CR 44-(03)	SR 19	CR 452	0.7	13.4
CR44-(01)	SR 19	To 3 way corner of CR 44 and CR 44A	2.1	15.2
CR 473	CR 44	Fountain Lake Blv	4.0	6.7
CR 44A	SR 44 (Cassia)	3 Way corner of CR 44 and CR 44A	10.1	41.1
CR 44 by pass	SR 44	3 Way corner of CR 44 and CR 44A	1.1	3.0
CR 44 (Orange Ave.)	Laurel Lane	SR 44	1.7	3.3
CR 452	County line	SR 19	11.9	46.2
CR44A-(01)	Skyline Dr.	CR 44A	5.6	7.0
CR 450-(01)	CR 42	SR 19	3.5	6.7
CR 450-(02)	600' east of Umatilla city limits westward to County line	End of County maintenance	5.5	16.6
CR 450A	SR 19	CR 44A	2.7	14.9
CR 437-(01)	SR 46	CR 44A	4.72	1.53
CR 46A	CR 46	CR 44	5.6	27.6
CR 437-(02)	SR 46	County line	1.5	1.88
CR 439-(01)	CR 44	CR 44A	1.5	3.1
CR 439-(02)	CR 44A	CR 42	6.2	23.5
CR42-(03)	SR 19	County line	0.6	2.57
CR 42-(02)	Maggie Jones Rd	SR 44	15.1	50.1
CR 42-(01)	SR 19	Maggie Jones Rd	6.2	32.5
Jericho Tl.	Dead End	Redoak Av.	0.3	1.11
Greenbrier St.	Royal Trails Rd.	Coconut Av.	0.7	2.53
Wildflower Wy.	Coconut Av.	Royal Trails Rd.	0.4	1.60
Redoak Av.	Jericho Tl.	Royal Trails Rd.	0.4	1.55
Poppy Av.	Flag St	Jericho Tl.	0.2	0.65
Flag St.	Dead End	Dead End	0.1	0.40
Redgum Ct.	Dead End	Royal Trails Rd.	0.1	0.27
Aster Ct.	Dead End	Royal Trails Rd.	0.1	0.32

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 09-0402

Road Name	Road Behind	Road Ahead	Miles	Acres
Royal Trails Rd.	SR44	Seagrape Av.	4.1	20.10
Teak Av.	Dead End	Royal Trails Rd.	0.1	0.23
Alder Av.	Dead End	Poinciana St.	0.7	2.59
Alder Wy.	Dead End	Alder Av.	0.2	0.64
Adler Ct.	Dead End	Adler Av.	0.1	0.40
Balsam St.	Dead End	Dead End	0.2	0.77
Apple St.	East Thyme Av.	Alder Av.	0.5	1.64
Poinciana St.	Tamarac St.	End of County Maint.	1.3	4.78
Daffodil Av.	Daffodil Ct.	Royal Trails Rd.	0.1	0.44
Daffodil Ct.	Dead End	Dead End	0.2	0.56
West Thyme Av.	Dead End	Royal Trails Rd.	0.6	2.08
West Thyme Ct.	Dead End	West Thyme Av.	0.1	0.30
Thyme Ct.	Dead End	West Thyme Av.	0.1	0.33
Banana St.	Dead End	Poinciana St.	0.1	0.51
Hawthorn Av.	Persimmon St	To Poinciana St.	0.3	0.95
Viola Av.	Dead End	Poinciana St.	0.2	0.71
Viola Wy.	Dead End	Viola Av.	0.1	0.50
East Veronica Av.	Dead End	Apple St.	0.3	1.11
Veronica Ct.	Dead End	West Veronica Av.	0.5	1.80
East Thyme Av.	Dead End	Dead End	0.2	0.59
Ligustrum St.	Dead End	East Thyme Av.	0.2	0.66
Datura St.	Dead End	East Thyme Av.	0.9	3.20
Aspen St.	Dead End	Alder Av.	0.1	0.28
Aspen Ct.	Dead End	Aspen St.	0.3	0.92
Larkspur Av.	Dead End	Dead End	0.2	0.85
Locust St.	Nutmeg Av.	Larkspur Av.	0.3	1.07
West Veronica Av.	Apple St	Persimmon St.	0.3	0.94
Maggie Jones Rd.	CR42	End of Pavement	0.1	0.37
Vitex Av.	Vitex Ct.	To Poinciana St.	0.6	2.24
Vitex Ct.	Dead End	Dead End to Vitex Av.	1.0	3.60
Tamarac St.	Dead End	Dead End	0.3	0.96
Nutmeg Av.	Dead End	Dead End	0.1	0.21
Mango St.	Dead End	Nutmeg Av.	0.1	0.22
Iris St.	Dead End	Nutmeg Av.	0.2	0.64
Lily St.	Dead End	Nutmeg Av.	0.4	1.55
Abele St.	Dead End	Nutmeg Av.	0.1	0.54
Dahlia St.	Dead End	Larkspur Av.	0.9	3.37
Dahlia Ct.	Dead End	Dahlia St.	0.8	3.07
Saffron Av.	Dead End	Tamarac St.	0.1	0.35
Quince Av.	Dead End	Royal Trails Rd.	1.1	3.86
West Saffron Ct.	Dead End	Saffron Av.	0.4	1.32
Chinaberry St.	Chinaberry Wy.	To Dead End	0.1	0.40
Kumquat Av.	Dead End	Cashew St.	0.1	0.29
Chinaberry Wy.	Dead End	Dead End	0.1	0.49
Chinaberry Ct.	Dead End	Chinaberry St.	0.2	0.84

Road Name	Road Behind	Road Ahead	Miles	Acres
East Saffron Ct.	Dead End	Saffron Av.	0.3	0.97
Fir St.	Tulip St.	Saffron Av.	1.0	3.79
Tulip St.	Fir St.	Dead End	0.1	0.43
Apricot Av.	Seagrape Av.	Seagrape Av.	0.2	0.78
Cinnamon Av.	Royal Trails Rd	Apricot Av	0.2	0.65
West Bluebell Av.	Dead End	Apricot Av.	0.2	0.56
Banyan St.	East Bluebell Av.	Seagrape Av.	0.8	2.75
Apricot Wy.	Dead End	Apricot Av.	0.0	0.18
Seagrape Av.	Apricot Av.	Dead End	2.2	7.86
Persimmon St.	Adler Av.	Dead End	0.4	1.44
Shady Rose Ct.	West Thyme Av	Dead End	0.1	0.21
Violet Av.	Tamarac St.	Royal Trails Rd.	0.1	0.43
Cassia St.	Nutmeg Av.	Dead End	0.2	0.65
W. Cashew Ct.	Saffron Av.	Dead End	0.1	0.42
Cashew Ct.	Quince Av.	Cameron Ln.	0.5	1.91
E. Cashew Ct.	Saffron Av.	Dead End	0.1	0.51
Honeysuckle St.	West Bluebell Av.	Seagrape Av.	0.2	0.65
E. Bluebell Av.	Apricot Av.	Dead End	0.2	0.58
CR 445	SR 19	CR 445A	10.7	92.6
CR 445A	SR 40	SR 19	4.1	32.6
Total			Miles	Acres
			301.5	979.2

Section 1	Total Acres	Price Per Acre	Price Per 1-Cycle	Total Price (7-cycles)
Example	A	B	C (b x a)	D (c x 7)
Roadside mowing/trimming with litter removal	979.2			

Section 2	Total Miles	Price Per Mile	Price Per 1-Cycle	Total Price (3-cycles)
	A	B	C (b x a)	D (c x 7)
Litter removal	301.5			

(Section 1 Total Price + Section 2 Total Price) = Total Cost	
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On-Call mowing price: _____

ALTERNATE PRICING SECTION

Section 1	Total Acres	Price Per Acre	Price Per 1-Cycle	Total Price (7-cycles)
Example	A	B	C (b x a)	D (c x 7)
Roadside mowing/trimming with litter removal	979.2			

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.

Additional Certifications Requiring Completion:

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 executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

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

Exceptions: _____

General Vendor Information:	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____

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:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: State Permitted Facilities in the Lake County Area

Attachment 2: Notice To Proceed (Sample Form)

Attachment 3: Work References

Attachment 4: Performance Bond

STATE PERMITTED FACILITIES IN THE LAKE COUNTY AREA

Facility Name	Address	City	Phone Number	Hours of Operation
ORANGE COUNTY ENVIRONMENTAL (AKA GOLDEN GEM)	3402 GOLDEN GEM RD.	ZELLWOOD	407-814-7000	MON-FRI 7-5pm SAT 7-12noon
KEENE ROAD LANDFILL	255 WEST KEENE RD.	APOPKA	407-886-2920	MON-FRI 8-4pm SAT 8-12noon
CR. 33 LANDFILL	23141 CR. 33	GROVELAND	352-787-5651	MON-FRI 7-5pm
DELAND LANDFILL	1988 W. PLYMOUTH AVE.	DELAND	386-736-1261	MON-FRI 7-4pm
DIVERSIFIED ENVIRONMENTAL MANAGEMENT	9110 S. GRASSY LAKERD.	MINNEOLA	352-243-2320	MON-FRI 7-5pm
MID-FLORIDA MAT./HUBBARD CO.	3602 GOLDEN GEM RD.	PLYMOUTH	407-886-4879	MON-FRI 7-5pm SAT 7-2pm
545 LANDFILL	850 AVALON RD.	WINTER GARDEN		
PINE RIDGE LANDFILL	5400 REX RD.	WINTER GARDEN	407-877-0701	MON-FRI 7-4pm
CR 466A LANDFILL	8979 CR. 466A	WILDWOOD	352-787-5651	MON-FRI 7-5pm
MT. DORA DISPOSAL & FILL	3300 SR. 46	MT. DORA	352-383-2797	MON-FRI 7-5pm
LAKE ENVIRONMENTAL RESOURCES	21505 CR. 455	CLERMONT	352-536-9898	MON-FRI 7-6pm

NOTICE TO PROCEED (SAMPLE FORM)



LAKE COUNTY
FLORIDA

Lake County Public Works Department
Road Operations Division
123 N. Sinclair Av
Tavares, FL 32778
Phone: 352-742-0478
Fax: 352-742-1695

To: _____ From: _____

Fax: _____ Pages: _____

Phone: _____ Date: _____

Re: Right of Way Mowing Notice to Proceed

This document serves as your authorization to proceed for the Roadside mowing

This is cycle # _____

Date of start _____

Date of completion _____

Notes: _____

Note to Mowing Contractor:

- It is your responsibility to call me each morning before 9:00 a.m. with the intended mowing schedule for that day. You shall also report at that time the results of work completed the day before if any.
- It is your responsibility to make sure litter is removed before mowing begins.
- It is your responsibility to provide tickets with the invoice showing proper disposal of litter being removed as part of this contract.

Approval By Lake County Senior Contracting Officer

Date

WORK REFERENCES

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

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT We, _____ (hereinafter called the "Principal"), whose principal business address is _____, and whose telephone number is _____; and _____ (hereinafter called the "Surety"), whose principal address is _____, and whose telephone number is _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Owner"), whose principal address is 315 West Main Street, Tavares, Florida 32778, and whose principal telephone number is (352) 343.9839, in the sum of _____ (\$ _____) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for Proposal 09-0402, Road Side Mowing and Litter Removal in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in s. 713.01 whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this day of _____ 20__, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____, by _____ of _____, a Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:
Print Name: _____

COMMISSION NUMBER: _____

My commission expires: _____

BOND NO. _____
SURETY:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____, by _____ of _____, a Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:
Print Name: _____

COMMISSION NUMBER: _____

My commission expires: _____