

The purpose of this solicitation is to select a qualified Contractor to provide for the total and complete lawn maintenance and basic park maintenance at Lake Idamere Park (approximately 15 acres) located at 12335 CR 448 Tavares, Florida 32778. Fees must be all inclusive of trip charges. The Contractor will assume all responsibility for detailed mowing of bahia grass, trash pick-up, herbicide treatment, basic park maintenance (staff presence all day), seven days a week including but not limited to opening and closing of all entry gates, providing grounds maintenance, providing security and janitorial services at this property. Such services must encompass furnishing adequate and appropriate labor, materials, supplies, equipment and supervision for the performance of the projected work.

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

Site Access: Vehicle access is allowed on existing access roads only.

A. TASK I – MOWING MAINTENANCE

Minimum mowing schedule: The Contractor shall assume these schedules are an absolute minimum and may be altered based on need, temperature, rainfall, or other conditions that impact growth. The Contractor shall always adhere to guidelines enforced under the Lake County Code and Land Development Regulations.

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

Mowing work, edging, weed eating, over-hang trimming and blowing off is permitted Monday through Friday between the hours of 6:30 AM to 4:00 PM.

1. Detailed Mowing – during the months of March through October, the Contractor shall mow all turf areas once a week. Mowing height of grass must not exceed four inches. The Contractor shall assume this schedule is an absolute minimum and could be altered based on temperature, rainfall, or other conditions that impact plant growth. All turf areas must always remain well-manicured. Any alternation of this minimum schedule may be accomplished only with prior approval from the Office of Parks and Trails.
2. Detailed Mowing – (Permitted Monday – Friday between 6:30 AM to 4:00 PM). During the months of November through February, the Contractor shall mow all turf areas three times per month or every 10 days. Mowing height of grass must not exceed four inches. The Contractor shall assume this schedule is an absolute minimum and could be altered based on temperature, rainfall, or other conditions that impact plant growth. All turf areas must always remain well-manicured. Any alternation of this minimum schedule may be accomplished only with prior approval from the Office of Parks Trails.
3. Detailed Edging – (Permitted Monday – Friday between 6:30 AM to 4:00 PM). The Contractor shall edge all plant beds, sidewalks, asphalt, driveways, parking lots, headers, rubber surfaces and retaining walls, utility boxes, fencing, poles, signage, and curbs on every cutting visit. All clippings must be picked up and properly disposed of by the Contractor at no extra cost to the County, and the remaining loss material blown off all paved, recycled plastic, concrete or wood surfaces. Edging with herbicides is not permitted.

4. Overhang Trimming – (Permitted Monday – Friday between 6:30 AM to 4:00 PM). The Contractor shall trim all branches from shrubs that hang or intrude into a walkway space on each mowing visit. The Contractor shall trim the shrub back only enough to clear the walkway until the next scheduled visit.
5. Blowing-Off – (Permitted Sunday – Saturday (Seven day a week between 6:30 AM to 8:30 AM). All paved & concrete areas must be blown off, including sidewalks, driveways, boardwalks, roads, parking area, poured in place rubber surfaces (including all Miracle field playing surfaces) pavilion, fishing pier, playground equipment, asphalt trail and restroom areas, must be blown off daily.

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

B. TASK II – TRASH PICK-UP

The Contractor will be responsible for removing and properly disposing of all trash and debris daily from the entire grounds. This is to include all limbs, branches & trash. If at any time, the Contractor finds a downed tree or any other condition that is unsafe, they are to contact the appropriate County Personnel immediately.

C. TASK III- BASIC PARK MAINTENANCE:

Contractor's Responsibility:

It is the County's intent to retain a Contractor to provide for basic park maintenance for a period of 12-15 hours per day, 7 days a week (including holidays), including but not limited to opening and closing the park, providing grounds maintenance, providing security and janitorial services at the specified locations.

The Contractor will be responsible for providing all labor, fuel, materials, equipment and incidental costs necessary to complete the tasks below.

1. Security Services:

- A. Open Park and all gates to Lake Idamere Park at 6:15 AM and close at dusk (As posted by County). Raise and lower three flags daily and store safely when not in use. (United States, Miracle League & Lake County flags all provided by the Office of Parks and Trails.
- B. Provide a monthly report on company letterhead indicating the actual time the Park was opened and any comments or observations made
- C. Maintain a presence at assigned Park for a total of 12-15 hours each working day.
- D. Opening and Closing Miracle Field Gates at 11:00 am and closing at 2:00 pm (Monday to Sunday). For Miracle League scheduled games open gates at 8:00 am and close at 5:00 pm.

2. Playground / Pavilion and Janitorial Services:

The Contractor shall furnish an employee to provide labor, materials, supplies and supervision to provide playground, pavilion and janitorial services for the cleaning and maintenance of the grounds and facilities at the specified Park. The Contractor is solely responsible to ensure the

facilities are uniformly cleaned, hygienic, orderly and attractive which will reflect favorably upon the County and the Contractor.

Services Required:

- A. Empty all restroom, park and dog park (waste stations) trash cans, replace with clean bag and remove trash daily.
- B. Clean and disinfect all touch points such as door handles, light switches, push plates, faucets, toilets, floors, doors, clean and polish mirrors, chromes, metal, counter tops, benches, walls, etc. every three hours.
- C. Sweep and wet mop with disinfectant and rinse floor daily.
- D. Restock all supplies. Adequately supply required expendable toilet items – soap, hand sanitizer, paper towels, toilet paper, seat covers, and deodorant air freshener daily.
- E. Dry mop interior and exterior restroom walls, roofs, windows, louvers, etc. daily.
- F. Pick up trash on park grounds.
- G. All trash must be removed from the park grounds at the end of each workday and disposed of in an appropriate manner.
- H. Clean all tables, benches, trash cans and playground equipment daily.
- I. Clean all signs and kiosks weekly.

Supplies:

The Contractor shall furnish all supplies necessary for the work required. This includes, but is not limited to:

- A. Toilet paper must be 100% post-consumer waste content, double ply
- B. Paper towels must be 100% post-consumer waste content, semi-bleached, multi-fold
- C. EPA approved germicidal detergent, such as Lysol IC or equivalent
- D. No supplies may be used that Lake County or the manufacturer of the product determines harmful to the surface to which applied or to any other part of the buildings, their occupants, contents or equipment.
- E. All supplies provided by the Contractor must be compatible with the existing dispensers at all locations.
- F. Information regarding the quantity of products consumed is not known. It is the responsibility of the vendor to provide trash bags, paper towels, toilet paper, garbage bags, dog waste bags and any other supplies required, and the proper disposal of those items.

Notes:

- A. Lake County will provide a very small area for daily use items (shovels, brooms, rakes), however, this area is not large enough for mowers, and paper products are not suggested to be stored in this area due to condensation. This small storage area shall be used at the contractor's own risk, as the County is not responsible for theft of contractor's items. It is the responsibility of the contractor to provide equipment to provide the services as stated in this Invitation to Bid, and if needed, a trailer to haul equipment as needed.

- B. On-site storage for supplies, materials and chemicals is not available.
- C. Supplies such as bleach, ammonia and acid products must not be stored on premises.
- D. The Contractor shall perform work in accordance with all industry standards.

3. Personnel

The Contractor shall provide adequate personnel, trained in the appropriate cleaning and janitorial methods and techniques to properly and satisfactorily maintain the restroom facility during the scheduled time indicated. In the event of sickness or any absence, the Contractor shall provide a substitute of equal skill.

The Contractor's employees shall meet or exceed each of the following requirements:

- A. Ability to project a professional image and deal effectively with the public, as this position will have high public exposure.
- B. Punctuality and attendance.
- C. Ability to follow instructions/directions and the ability to work independently after receiving instructions/directions. Physically and mentally able to perform the essential functions of this position.
- D. Dress Code: Uniform must be mandatory for all employees of the Contractor. A dress code for Contractor's employees must consist of shirt with company name, pants and work shoes/boots. Must be neat and clean in appearance.
- E. All workers must discharge their duties in a courteous and efficient manner.
- F. Speak English.
- G. Have a cell phone in good working order. This cell phone number must be provided to the Project Manager and must not be an additional cost to the County.
- H. Must perform the work at such times as to minimize disturbance or interference to resident convenience, activities, pedestrian or vehicle circulation.
- I. Must be an employee of the Contractor; subcontractors and day laborers are not acceptable.

4. Accident/Incident Reporting:

Contractor's employees are required to report any accidents immediately to the Contractor's supervisor.

5. Dismissal of Unsatisfactory Employee:

The Contractor shall only furnish workers who are competent and skilled for work under the contract. If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, continuously or periodically absent, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee must be removed at the request of the County from all work under the contract and a replacement must report for work to provide same services within 24 hours.

6. Vehicles:

Vehicular (limited to golf-cart/ATV sized vehicles) will be allowed on County property and vehicular paths. Pre-made vehicular paths must be used. No other vehicle types will be allowed.

7. Hours of Operations:

The Contractor will be required to open the park gates daily at 6:15AM & close at dusk, Monday through Sunday, seven days a week, including holidays and weekends, and is required to maintain a presence until dusk. These days and time are subject to change at the County's option.

8. Special Requests:

It is imperative that the citizens of Lake County are protected from any emergency situations which threaten public health and safety. The Contractor may be requested by the Project Manager to perform ancillary tasks. It is intended that the specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the County to meet the objectives of the County. These requests may include moving tree limbs out of walkways, picking up trash and sweeping in other areas. Special requests will not exceed the times noted in the Scheduling of Operations above and overtime will not be utilized.

9. Liquidated Damages:

The County and the contractor recognize that, since time is of the essence for the contract, the County will suffer loss if the work is not completed within the time specified on the Notice to Proceed. The County will be entitled to assess as, Liquidated Damages, but not as a penalty, for each calendar day that services are not provided as stated in the Scope of Services. The contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.

The following is a list of fees that can be assessed to the Contractor during the term of the contract for performance deficiencies. These fees are assessed to help offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections or missed meetings. The fees that will be deducted from the final invoice are:

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| A. Removal and properly disposing of all trash and debris daily. | \$50.00 per day |
| B. Failure to wear uniform after initial email | \$100.00 per day |
| C. Inspected unacceptable workmanship | \$50.00 each inspection |
| D. Failure to timely open and close all park gates | \$100.00 per incident |

10. Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery and property in which the County has an interest must be protected against damage or interrupted services at all times by the Contractor during the term; and the Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor 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 Contractor.

11. Key Contractor Personnel

In submitting a proposal, the Contractor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Contractor must be able to promptly provide a qualified replacement. In the event the Contractor wishes to substitute personnel, the Contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

12. Labor, Materials, and Equipment Must be Supplied by the Contractor

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

D. PRICE REDETERMINATIONS

The Contractor may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within 30 calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

1. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
2. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

3. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor. All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

4. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

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