LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: October 1, 2016	2. Contract No.: 15-0436C Effective Date: October 1, 2015
3. Contracting Officer: Sandra Rogers Telephone Number: (352) 343-9832	5. Contractor Name and Address: Luke Brothers, Inc. 5532 Auld Lane Holiday, Florida 34690 Attn: Matt M.
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend for one (1) year expiring September 30, 2017.

8. Contractor's Signature **REQUIRED** Name: [signature] Title: Aborcare Division Manager Date: 8-5-16	9. Lake County, Florida By: Sandra Rogers Senior Contracting Officer 08-08-2016 Date

10. Distribution:

Original - Bid No. 15-0436C
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: April 20, 2016	2. Contract No.: 15-0436C Effective Date: October 1, 2015
3. Contracting Officer: Sandra Rogers Telephone Number: (352) 343-9832	5. Contractor Name and Address: Luke Brothers, Inc. 5532 Auld Lane Holiday, Florida 34690 Attn: Matt M.
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

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7. DESCRIPTION OF MODIFICATION:

Vendors are hereby advised as a matter of clarification that provision 4 under "Order of Operations" on page 19 of the contract has precedence over the content of provision 1.3 of the contract, so confirming that relative cost and time to complete may be factors in the award of specific orders

8. Contractor's Signature **REQUIRED** Name: Matt M. Title: Arbor Care Division Manager Date: 4-25-16	9. Lake County, Florida By: Sandra Rogers Senior Contracting Officer 05-20-2016 Date

10. Distribution:

Original - Bid No. 15-0436C
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

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REQUEST FOR PROPOSAL (RFP)

Right of Way Tree Trimming, Vegetation Removal and Other Related Services

RFP Number:	15-0436	**Contracting Officer:**	Sandra Rogers
Proposal Due Date:	July 29, 2015	**Pre-Proposal Conference Date:**	July 15, 2015
Proposal Due Time:	3:00 PM	**RFP Issue Date:**	June 25, 2015

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Liquidated Damages:	See Section 2
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

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

NO-RESPONSE REPLY

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

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

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

VENDOR IDENTIFICATION

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

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

Section 1.1: Purpose

The purpose of this solicitation is to select one or more vendor(s) for the two (2) specific right-of-way vegetation encroachment projects specified herein, and establish a pool of qualified vendors for future pricing competition for right of way tree trimming and encroaching vegetation efforts on an "on-call" basis in conjunction with the County's needs. The general scope of work shall include, but not be limited to, tree trimming, brush clearing, palm tree removal, debris clean-up and disposal, and related services to address encroaching vegetation which impedes the traveling public and road right of way maintenance activities. Award will be made as stated in Section 1.3 below.

Note: There are two initial projects included with this solicitation to demonstrate the varying conditions within Lake County. Each project will be awarded to the successful respondent(s) that meets all requirements and submits the lowest price for the specific project.

This is an indefinite quantity contract with no guarantee of a volume of services that may be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this Request for Proposal.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

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

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

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

Section 1.3: Method of Award – Considering Qualifications and Pricing

Unless restricted as noted below, award of the initially identified projects will be made to the technically acceptable vendor that submitted the lowest price for each specific project. To be considered acceptable, a vendor should meet the following requirements:

1. Qualifications of proposed personnel.
2. Proposed pricing for the initial projects.
3. Qualified equipment list. Minimum equipment requirements are outlined in Section 1.13.2, Tab 7.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

The initially selected vendor(s), and those vendors deemed to meet the above stated qualifications, but not submitting the lowest price for the initial projects, will then constitute the "vendor pool" that will be solicited for subsequent quotes for future projects within the scope of this document. When such specific purchases are initiated, all vendors within the established "pool" will be requested to offer a fixed price for the specific project. The vendor offering the lowest fixed price shall be awarded that specific purchase.

The County reserves the right to restrict the number of vendors included under this contract on a best qualification basis, or relative price basis considering the pricing proposed for the initial projects, when such action serves the best interest of the County.

Section 1.4: MANDATORY Pre-Proposal Conference

A mandatory pre-proposal conference will be held on **Wednesday, July 15th, 2015 at 10:30 AM** at 315 W. Main Street, Tavares, Florida 32778 in Room 235 to discuss the special conditions and specifications included within this solicitation. Offers from any vendor not attending the conference cannot be considered. Any vendor arriving more than (15) minutes after the scheduled start time will be disqualified from participation in this solicitation.

For all subsequent services required, after notification by email, contractors shall visit the site of the proposed work within three (3) business days to verify the measurements and determine the extent of the services required, and shall provide the County with a quote before the noted due date and time. If the contractor fails to provide a quote within the specified time frame then their firm will not be considered for that particular project. The site clearance for each roadway will vary based on the amount of the right of way for each said road/project.

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

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One Year Periods (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 four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov), CPI and Wage and Benefits Calculators. 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 1.7: Method of Payment - Lump Sum Payment After Work Segments are Completed

Upon completion and acceptance of each individual, or severable portion of each, project under this contract, the vendor(s) shall submit an invoice that reflects the total value of the project or portion thereof. This invoice shall be submitted to the County user department(s) to which the required goods or services were delivered. Each specific project purchase order shall specify that payment shall be made in either a single lump sum payment, or multiple payments depending on the nature of the project.

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

Section 1.8: Insurance

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

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

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

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

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

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

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

Combined Single Limit	$1,000,000

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

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and/or specialty insurance (medical malpractice, engineers, architect,

consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work for the initial project. The completion date shall not exceed sixty (60) calendar days after date of purchase order for the initial project(s). Should the vendor to whom the project is awarded fails to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the purchase order with the vendor and obtain the required services from another source of supply. Completion time frames will be specified in the bidding process for any future project effort.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Section 1.11: Acceptance of Services

The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the County's Project Manager.

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

Inspections during the project or after the project has been completed will be conducted by the County's Project Manager. The final inspection will be conducted within five (5) business days of receipt of notification of completion by the vendor. The County's Project Manager will notify the Contractor if necessary of any deficiencies with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made.

The Contractor shall notify the County's Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the Contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the Contractor, the County's Project Manager shall make another inspection. See the scope of work (Section 2 of this solicitation) for damage fees associated with corrections of deficiencies and other performance situations.

Section 1.12: Warranty

Not applicable to this solicitation

Section 1.13: Delivery and Completion of Solicitation Response

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

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

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

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

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

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),** please mail it to:

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

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

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

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

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

Two (2) 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 proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

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

B. Proposal Guidelines

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

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

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

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

C. Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

A. Statement of Interest & Understanding of Project

B. Firm Profile / Firm History

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

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

D. Any required licenses or permits.

Tab 2 - Proof of Insurability

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

Tab 3 - References

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

Tab 4 - Litigation

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

Tab 5 - Subcontractors / Joint Ventures

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

Tab 2 - Completed Pricing/Addendums/Certifications/Signature Forms

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism. Include a fully completed and signed RFP.

Tab 6 - Financial Stability

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

Tab 7 – Equipment List

Each proposer shall provide a complete list of equipment currently owned or leased by the contractor that will be utilized for the initially proposed project, and all subsequently awarded projects. A title, bill of sale or lease agreement shall be provided to support the availability of all larger equipment items, including, but not limited to, bucket truck and/or man lift, chipper, standard pick-up truck, tractor with bush hog attachment, hydraulic mower, and arm mower attachment.

The vendor shall have the minimum of the following equipment to satisfactorily perform the work:

- One (1) bucket truck and/or man lift capable of reaching the required heights
- One (1) chipper
- One (1) standard pickup truck and trailer
- Three (3) weed eaters
- Three (3) pole saws
- Three (3) chain saws
- One (1) tractor with bush hog attachment
- One (1) hydraulic, boom or arm mower attachment

Tab 8 – Personnel List

Each proposer shall provide a complete list of personnel available to work on the initial proposed project, and all subsequently awarded projects. Each project shall require a minimum of one (1)

foreman, one (1) ground person and two (2) flagmen.

Tab 9 - Other Information

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

Section 1.14: Accident Prevention and Barricades

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

Section 1.15: 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 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall

thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.18: Competency of Vendors and Associated Subcontractors

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

Section 1.19: Compliance with Federal Standards

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

Section 1.20: Cost Estimates for Each Project

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a purchase order for that specific project is issued. Lump sum estimates are acceptable. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Section 1.21: County's Project Manager

It is agreed to by the parties that the County's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The County's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

Section 1.22: Employees

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor shall be fully responsible for the performance of his/her organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees to service Lake County.

Section 1.23: Equipment Requirements

The contractor shall ensure all equipment used in performance of the contract on County property is in good, safe working order and properly maintained in order to protect the operator and the public. All equipment used by the contractor is subject to inspection by the Project Manager. Any equipment on site, which is deemed by the Project Manager to be inoperable, unsafe or improper for the desired use, must be removed from the site by the contractor at his/her expense the same day of the County's determination.

Section 1.24: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.25: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall 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 Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer 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.

The vendor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly and satisfactorily perform their assigned task and operate any equipment involved. The vendor shall also make due and proper effort to execute the work in the manner prescribed in the contract documents.

When the County determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged from the project and shall not again be employed on the project without the written consent of the County. Should the vendor fail to remove such person or persons, the County may withhold all payments which are or may become due, or may suspend the work with approval of the County until such orders are complied with.

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

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

Section 1.27: Omission from the Specifications

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

Section 1.28: Special Notice to Vendors Regarding Federal and/or State Requirements

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

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

Section 1.29: Superintendent Shall be Supplied by the Vendor

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

Section 1.30: Supervision

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. Superintendent shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. All communications to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order provided. This cell phone number shall be provided to the County's Project Manager.

No alcoholic beverages or drugs are permitted on any County properties or projects. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

The contractor shall maintain a dress code for all personnel on site. The dress code requirements at all times while on site or located within the right of way shall include a minimum of a shirt, proper leg coverage, safety vest and shoes in decent condition.

SCOPE OF SERVICES

The purpose of this solicitation is to select one or more vendor(s) for the two (2) specific right-of-way vegetation encroachment projects specified herein, and establish a pool of qualified vendors for future pricing competition for right of way tree trimming and encroaching vegetation efforts on an "on-call" basis in conjunction with the County's needs.

The Contractor shall be well versed and experienced with the current processes to be able to complete the work in accordance with the specifications within this document and as directed by the County. The Contractor shall have the ability, personnel, fuel, and the equipment to complete all work within the specified time.

Specific Work Requirements for Initial Projects

1. The first project under this solicitation is located on CR 474, beginning at SR 33 and ending at US Highway 27 (approximately 8.6 miles) and the work shall be completed utilizing the specifications and pricing sheet that are included in this solicitation. The successful respondent with the lowest price will be the sole responsible party for this proposed project. The side clearance along this road shall vary between twenty (20) to forty (40) feet from the edge of pavement. There should be a clearly defined tree trunk/fence line after all tree trimming, palm removal, brush clearing, vegetation removal and debris cleanup is completed.

2. The second project under this solicitation is located in the Mount Plymouth area. This is a residential area consisting of sixteen (16) roads as defined below requiring tree trimming and minimal brush clearing as detailed within.

2.1 Aberdovey Avenue (3989A): Beginning at Prestwick Avenue (4090) and ending at Hunstaunton Drive (private road) (approximately .38 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits. An oak tree located at 25624 Aberdovey Avenue shall be completely removed and the work shall include stump grinding.

2.2 Alpena Street (3989E): Beginning at Aberdovey Avenue (3989A) and ending at Brae Burn Street (3989B) (approximately .07 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.3 Brae Burn Street (3989B): Beginning at Aberdovey Avenue (3989A) and ending at St. Andrews Boulevard (3989) (approximately .13 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.4 Interlachen Drive (4189A): Beginning at Pine Valley Drive (4088A) and ending at Sackamaxon Drive (4289) (approximately .44 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits. There is an area of dense trees on the east side of Interlachen Drive where the vendor shall remove all tree limbs and brush within this area to clear the area to the main tree trunk line.

2.5 Lido Avenue (4088B): Beginning at CR 435 (3888) and ending at Troon Avenue (4189) (approximately .38 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.6 Lochmore Circle (4188C): Beginning at CR 435 (3888) and ending at Sackamaxon Drive (4289) (approximately .42 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.7 Oakmont Avenue (4189C): Beginning at Pine Valley Drive (4088A) and ending at the end of County maintenance (approximately .26 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.8 Pinehurst Street (4089): Beginning at St. Andrews Boulevard (3989) and ending at Prestwick Avenue (4090) (approximately .27 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.9 Pine Valley Drive (4088A): Beginning at CR 435 (3888) and ending at Troon Avenue (4189) (approximately .76 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.10 Prestwick Avenue (4090): Beginning at CR 435 (3888) and ending at Sandwich Place (private road) (approximately 1.64 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.11 Ridgewood Street (4189B): Beginning at Oakmont Avenue (4189C) and ending at Interlachen Drive (4189A) (approximately .06 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.12 Sackamaxon Drive (4289): Beginning at Lochmore Circle (4188C) and ending at Prestwick Avenue (4090) (approximately .71 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.13 Shawnee Street (3989C): Beginning at St. Andrews Boulevard (3989) and ending at Hoylake Street (private road) (approximately .19 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.14 St. Andrews Boulevard (3989): Beginning at Timuquana Drive (3889) and ending at Prestwick Avenue (4090) (approximately .32 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.15 Timuquana Drive (3889): Beginning at CR 435 (3888) and ending at the end of County maintenance (approximately .38 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits.

2.16 Troon Avenue (4189): Beginning at CR 435 (3888) and ending at Sackamaxon Drive (4289) (approximately 1.39 miles). The side clearance along this road shall be fifteen (15) feet from the edge of pavement. The vendor shall trim all trees within the project limits. There are a few areas on the north side of Troon Avenue that have patches of dense trees. The vendor shall remove all tree limbs and brush within these areas to clear the area to the main tree trunk line.

GENERAL REQUIREMENTS / CONTRACT ADMINISTRATION

Order of Operation

This section describes the chronological order of events that will take place to begin, perform, and complete a project under this contract:

1. When the County has determined that work is needed, the Project Manager shall issue a request for quote utilizing the County's RFQ System. The request shall include the location, clearly defined project limits, and description of the scope of work to be completed. The request for quote notification shall be sent to all contractors qualified under this solicitation utilizing the County's RFQ system.

2. The County will hold a mandatory site visit within three (3) business days of the issuance of the request for quote.

3. Each contractor shall provide a proposal within three (3) business days from the date of the mandatory site visit. The proposal shall include the number of days necessary to accomplish the work. If the contractor fails to provide a proposal within the specified time frame, the non-responsive firm will not be considered for that particular project.

   Any discrepancy concerning measurements and/or work limits shall be resolved and confirmed by the Project Manager prior to beginning any work. The vendor shall not be entitled to any additional compensation for the extra work performed if the vendor completes the work without the confirmation from the Project Manager.

4. Project Manager shall review the quotes and, if all are acceptable, shall issue a Notice to Proceed to the vendor submitting the lowest price and days. The Project Manager will issue a Notice to Proceed based on the lowest price offer; provided that the contractor has the ability to complete the work within the time frame submitted on the quote.

5. Contractor shall provide signed acceptance of the Notice to Proceed within three (3) business days. The contractor shall provide the County with a schedule of completion by email (preferred method) or fax within five (5) business days of issuance of the Notice to Proceed.

6. Contractor shall begin work as outlined and agreed upon by all parties within ten (10) business days from the issuance of the Notice to Proceed. The Contractor shall consult with the Project Manager prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. The notification shall occur the day before any scheduled variation is to take place and must be agreed to by the Project Manager. No extensions of time shall be given for equipment failure or weather conditions.

7. Contractor shall complete the project within the number of days as specified on the Notice to Proceed.

8. Contractor shall notify the County upon completion of the work to schedule an inspection. The Contractor shall, upon request, meet with the Project Manager to review the work that has been completed.

   If the Contractor is in default for not completing the work within the specified time, the Contractor may be removed from the bidder's list, at the option of the County, and not permitted to bid work for the County until the project is complete and the Liquidated Damages sum is satisfied.

9. Contractor submits an invoice with all documentation as required by this contract.

Hours of Operations

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the vendor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The vendor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the vendor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

Contract Time and Time Extensions

A. Contract time shall mean the number of consecutive business days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible 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 contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business day notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay 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 which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events and equipment failures are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County and the contractor recognize that, since time is of the essence for this agreement, the County will suffer financial 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 the project continues after the scheduled completion date. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County. The contractor hereby expressly waives

and relinquishes any right which it may have to seek to characterize the 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. Liquidated Damages in the amount of **$350.00** (three hundred fifty dollars) per business day may be assessed if one or more of the following conditions occur.

a. The work is not completed by the required completion date as stated in the Notice to Proceed. Liquidated damages will start the first business day after the date the work was scheduled to be completed and will continue for each business day thereafter until all contracted areas are maintained and the cycle is accepted as complete.

b. The contractor does not correct any deficient areas within two (2) business days after notification from the County, unless otherwise authorized by the Project Manager. These liquidated damages will start the third business day after notification and will continue for each calendar day thereafter until reported deficiencies are corrected per contract specifications.

F. The following is a list of fees that can be assessed to the Contractor during the term of the contract for performance deficiencies other than late completion. 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 fee(s) shall be deducted from the final invoice are:

a. Missing scheduled appointments $70.00 each appointment
b. If applicable to this contract, late to emergency calls $36.00 per hour
c. Inspected unacceptable workmanship $55.00 each inspection
d. Failure to provide any and all required documentation or reports $75.00 per day
e. Failure to pass all inspecting authority re-inspections $250.00 per day (within 30 days of initial inspection)
f. All Re-inspection Fees Assessed by the inspecting authority for inspection failures and paid by the County

Safety

A. The Contractor 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 (OSHA) and any other industry, federal, state or local government standards. The Contractor 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 Contractor shall be aware that while working for the County, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

B. All safety devices installed by the manufacturer on equipment utilized by the Contractor on the job site shall be in place and in proper working order at all times. If the County determines that the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the County.

C. The County may periodically monitor the work site for safety. Should there be safety and/or health violations, the County shall have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the County, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

D. The Contractor shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

E. The Contractor shall be responsible for the removal of all surplus material and debris from the project site at the end of each work day. Should the Contractor fail to maintain a clean and safe site, the County shall retain the right to clean up and deduct the cost of such from the contract price. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been performed as mutually agreed with the County's Project Manager.

F. The Contractor shall confine all equipment, materials and operations to the project site and areas identified in the contract documents. The Contractor shall assume all responsibility for any damage to any such area resulting from the performance of the work.

G. The Contractor is responsible for notifying the County of any hazardous materials used on the work site and providing the County a copy of the Material Safety Data Sheets. Any spillage of hazardous chemicals and/or wastes by the Contractor shall be reported immediately to the County and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the Contractor shall be the sole responsibility of the Contractor and the County shall share no responsibility of these costs. A copy of the 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 operation, it is the responsibility of the Contractor to immediately contact the County with a description and location of the condition.

Protection of Property

A. Private Property Entry: If the Contractor anticipates having to enter private property to complete the work, they shall have a Right of Entry Statement completed and signed by the property owner. The fully executed form shall be submitted to the Project Manager prior to beginning any work on private property. See Attachment 4.

B. 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.

C. Risk of Loss: The vendor assumes the risk of loss of damage to the County's or citizen's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party. The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

TECHNICAL REQUIREMENTS

The technical requirements listed below are the standard specifications to be followed on all future work orders unless otherwise stipulated in the Scope of Services.

Pruning/Trimming Standards

A. All work shall be in accordance with the International Arborist Association (ISA) Pruning Standards. The tree pruning shall only be done by employees trained and skilled in this class of work. Work shall be done in accordance with recognized and approved principles of modern arboriculture methods with emphasis on tree health and symmetry. The trim contour will be held continuous throughout the work limits to give a uniform appearance.

B. All overhead clearance trimming for roadways shall be a minimum of eighteen (18) feet above the roadway. This shall be measured from the highest point of the pavement.

C. Side clearance trimming for roadways shall be a minimum of ten (10) feet from the edge of pavement, unless otherwise specified in the Scope of Services or as authorized by the Project Manager. The side clearance trimming will vary based on the road and the amount of County-owned right of way. These limits will be outlined in the Scope of Services for each request for quote.

D. Overhead clearance trimming for sidewalks shall be nine (9) feet above the highest point of the sidewalk. There shall be an even taper to join the differences in trimming heights when there are sidewalks in conjunction with roadway trimming. The side clearance for sidewalks shall be a minimum of four (4) feet behind the sidewalk to ten (10) feet from the edge of the roadway.

E. All cuts shall be made just outside the branch collar whenever possible. The vendor shall avoid leaving long stubs even if this means going beyond the clearance trimming measurements.

F. All cuts shall be in a manner that will prevent free, rapid, and uncontrolled descent of the portion of the tree being removed.

G. At no time shall climbing irons, spurs, and spikes be allowed.

H. If a large limb is to be removed, its weight shall first be reduced. This shall be done by making an undercut about twelve (12) to eighteen (18) inches from the limb's point of attachment. A second cut to remove the limb shall be completed at the top of the limb directly above or a few inches farther out from the undercut. The stub shall be removed after the weight of the limb has been eliminated. Any damage caused to a tree by the contractor shall be repaired at no cost and to the satisfaction of the Project Manager. If the tree dies due to the actions of the contractor, the contractor shall be required to promptly remove the dead tree at no cost to the County and replace the tree with one of equal diameter and growth, or to compensate the County for the loss of the tree in an amount determined by the County to be fair market value of the damaged tree.

I. A pruning cut that reduces the length of a branch or parent stem should bisect the angle between its branch bark ridge and an imaginary line perpendicular to the branch or stem.

Palm Pruning

A. Palm tree trimming shall be done in such a way that all palm fronds that are bending below a line parallel with the ground shall be removed from the tree. Any dead fronds shall be removed, whether or not they are below the line parallel to the ground. Any fronds that can be considered a sight distance problem shall be removed regardless of their height from the pavement or their alignment to the parallel line. Removal of the fronds shall be done in such a way as to not damage the tree. The cut shall be smooth and void of any signs of tearing or breaking.

B. Palm fronds removed shall be severed close to the petiole base without damaging living trunk tissue.

Palm Tree Removal

Palm trees whose trunk are under six (6) feet tall and clearly located within the boundaries of the right of way shall be removed entirely. Any palms that are planted near a residence, the right of way boundary or appear to be maintained by a local property owner shall be brought to the attention of the Project Manager prior to removal.

Brush Clearing

All underbrush, including but not limited to low growing shrubs, bushes, wild grasses, vines and weeds, shall be removed within the determined work area. All immature trees less than six (6) inches in diameter shall be completely removed.

Site/Debris Cleanup

A. All debris that is created as part of this work becomes the property of the contractor and the contractor shall ensure that it is disposed of properly.

B. If the contractor chooses to utilize a chipper, it shall be done in such a way that the chips will be hauled off. At no time shall the contractor be allowed to leave any wood chips onsite.

C. The contractor shall rake and remove all branches that are greater than one quarter (¼) inch in diameter. All other debris shall be blown or swept off the roadway to the side of the road in rural areas and shall be picked up in residential areas. No debris shall remain after the work has been completed.

D. The Contractor shall be fully responsible for maintaining in good condition all items that are not being removed, such as but not limited to, existing trees, turf, flowering plants, and ornamental shrubs situated within the designated right of way and on private property adjacent to work areas.

Maintenance of Traffic (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2015 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2015 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2015 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2015 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the vendor's proposed price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, and/or 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.

C. If the vendor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the vendor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. 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.

F. 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 slow moving equipment, 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.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

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

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

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

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

B. Public Entity Crimes

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

C. Request for Additional Information

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

D. Contents of Solicitation and Proposers' Responsibilities

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

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

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

3.3 PREPARATION OF PROPOSALS

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

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

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

BE CAUSE TO REJECT THE PROPOSAL.

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

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

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

3.4 COLLUSION

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

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3. 7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

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

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

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

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

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

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

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

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

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

3.15 WARRANTY

All warranties express and implied, shall be made available to the

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

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

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

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

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

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

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

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

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

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract 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 contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

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.

3.38 TOBACCO PRODUCTS

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

RFP TITLE: Right of Way Tree Trimming, Vegetation Removal and Other Related Services

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

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

PRICING SECTION

The pricing table below is for provision of the required services for the two (2) initial projects as noted in the Scope of Services. Please note that this job-specific pricing table will be used, along with additional requirements as stated in Section 1.3, to obtain a specific vendor for the two (2) initial projects, and select the vendors for future spot-bidding of right of way tree trimming, vegetation removal and other related services.

The vendor shall base the cost for these two (2) initial projects in a lump sum price and shall be all inclusive to include all items such as, but not limited to, Maintenance of Traffic (MOT), equipment, materials, fuel, and labor to satisfactorily complete the work in accordance with contract specifications. No change orders, modification of quantities, or additions will be provided after acceptance is provided for the performance of work under this initial scope.

First Initial Project:

Project Site	No. Days to Complete (Not-to-exceed 60 calendar days)	Unit Price
CR 474	60	$ 68,955.00
	Total for CR 474:	$ 68,955.00

Second Initial Project:

Project Site	No. Days to Complete (Not-to-exceed 60 calendar days)	Unit Price
Aberdovey Avenue	2	$ 4500.00
Alpena Street	1	$ 1200.00
Brae Burn Street	1	$ 1600.00
Interlachen Drive	2	$ 4500.00
Lido Avenue	2	$ 4500.00
Lochmore Circle	2	$ 4500.00
Oakmont Avenue	2	$ 4000.00
Pinehurst Street	2	$ 3800.00
Pine Valley Drive	3	$ 6800.00

Prestwick Avenue	4	$ 9000.00
Ridgewood Street	1	$ 1200.00
Sackamaxon Drive	3	$ 6800.00
Shawnee Street	1	$ 2000.00
St. Andrews Boulevard	2	$ 3800.00
Timuquana Drive	2	$ 4500.00
Troon Avenue	4	$ 9000.00
Total for Mount Plymouth Area Roads:		$ 71,700.00

Certification of mandatory site examination: Vendors are required to visit the site of the initial work proposed. By initialing this block ____, the vendor confirms compliance with the site examination requirements stated in Section 1.4 of this solicitation.

Other Items for Completion by Vendor:

By Signing this Proposal the Proposer Attests and Certifies that:

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

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

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

Certification Regarding Acceptance of County VISA-based Payment System
Vendor will accept payment through the County VISA- based payment system: ☐ Yes ☐ No

Reciprocal Vendor Preference:
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail:
_____
_____

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

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

General Vendor Information and Proposal Signature:

Firm Name: Luke Brothers, Inc
Street Address: 5532 Auld Lane, Holiday, FL 34690
Mailing Address (if different): same
Telephone No.: 727-937-6448 Fax No.: 727-937-6458 E-mail: mattm@lukebrothers.com
FEIN No. 59 - 2794794 Prompt Payment Terms: ____ % ____ days, net ____
Signature: Date: 7/28/2015
Print Name: Dacia Trombetta Title: Accounting Manager

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

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

Vendor awarded as:

- ☐ Sole vendor
- ☐ Pre-qualified pool vendor (spot bid)
- ☐ Secondary vendor for items: _____
- ☒ Pre-qualified pool vendor based on price
- ☐ Primary vendor for items: _____
- ☐ Other status: _____

Signature of authorized County official: Sandra Rogers Date: 09-21-15
Printed name: Sandra Rogers Title: Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References
Attachment 2: Vendor Profile Form
Attachment 3: Similar Projects Form
Attachment 4: Right of Entry Statement

WORK REFERENCES

Agency	City of Longwood
Address	175 W. Warren Ave
City,State,ZIP	Longwood, FL 32750
Contact Person	Debbie Renfro
Telephone	407-832-1508
Date(s) of Service	Ongoing
Type of Service	Removal and trimming of Hardwood & Palm trees
Comments:	

Agency	Hillsborough County
Address	601 E. Kennedy Blvd
City,State,ZIP	Tampa, FL 33602
Contact Person	Ron Wilson
Telephone	813-298-2986
Date(s) of Service	Ongoing
Type of Service	Removal and trimming of Hardwood & Palm trees
Comments:	

Agency	City of St. Pete Beach
Address	155 Corey Ave
City,State,ZIP	St. Pete Beach, FL 33706
Contact Person	John Kretzer
Telephone	727-224-4182
Date(s) of Service	Ongoing
Type of Service	Removal and trimming of Hardwood & Palm trees
Comments:	

VENDOR PROFILE FORM

1. Bidder Name & Address:

Luke Brothers, Inc
5532 Auld Lane
Holiday, FL 34690

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

X Yes _____ No

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

Matt Mondelli, Arbor Care Division Manager, 727-919-4415

1a. FEIN #

59-2794794

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

3500 Silver Star Rd
Orlando, FL 32808

1b. Year Firm was established 1984

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

Yes _____ No X

If you answered yes, please provide proof.

2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.

Matt Mondeli, Arbor Care Division Manager

3. The foregoing is a statement of facts.

Signature: _____ Date: 7/28/2015

Dacia Trombetta — Accounting Manager

(Typed or Printed Name) (Title)

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Tree Trimming and Removal City of Longwood 175 W. Warren Ave Longwood, FL 32714	Debbie Renfo Title: Horticulture Specialist 1
Completion Date (Actual or Estimated) Ongoing Project Cost: $30K Annually	Telephone Number 407-832-1508

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

Trimming and removal of Hardwood and Palm trees.

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

Matt Mondelli and tree crew

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Tree Trimming and Removal Hillsborough County 601 E. Kennedy Blvd Tampa, FL 33602	Ron Wilson Title: Operation Field Coordinator
Completion Date (Actual or Estimated) Ongoing Project Cost: $ 1 Million Annually	Telephone Number 813-298-2986

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

Trimming and removal of Hardwood and Palm trees.

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

Matt Mondelli and tree crew

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Tree Trimming and Removal City of St. Pete Beach 155 Corey Ave St. Pete Beach, 33706	John Kretzer Title: Interim Public Services Director
Completion Date (Actual or Estimated) Ongoing Project Cost: $60K Annually	Telephone Number 727-224-4182

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

Trimming and removal of Hardwood and Palm trees.

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

Matt Mondelli and tree crew

ATTACHMENT 4

LAKE COUNTY
FLORIDA

RIGHT OF ENTRY STATEMENT

Date _____

Property Owner's Name: _____

Tenant's Name: _____

Address of Property: _____

City/Zip Code: _____

Description of Property: _____

Right of Entry

I certify that I am the owner, or an owner's authorized representative of the above described property. I freely grant, and without coercion, the right of access and entry to said property for the purpose of completing work that exists in the County right-of-way and on my property.

I will mark any sewer lines, septic tanks, water lines, utilities located on the described property to help prevent damage to said items.

Sworn and attested to: _____
Property owner or agent

Print Name: _____

Signature: _____

Witnessed: _____
Lake County Representative or Contractor Representative

_____
Print Name

LAKE COUNTY
FLORIDA

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

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

www.lakegovernment.com

ADDENDUM NO. 1

Date: July 15, 2014

Request for Proposal (RFP) No. 15-0436
Right of Way Tree Trimming, Vegetation Removal and other Related Services

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

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Request for Proposal. The information provided herein summarizes discussions at the mandatory pre-proposal conference. Attendees of that meeting are noted on the County website for this solicitation. The pre-proposal conference commenced with a general review of the below items:

Changes:
Section 1.2: To ensure reply, questions should be submitted no later than ~~ten (10)~~ **five (5)** working days before the proposal due date.

General Discussion:
The contents of the Request for Proposal (RFP) were summarized with specific notice provided in regards to the following matters:

- Any questions regarding this solicitation shall be emailed to the Designated Procurement Representative as noted in Section 1.2.
- Award of a contract will be made as stated in Section 1.3, Method of Award.
- All vendors awarded a contract under this solicitation shall receive an opportunity to bid on future projects under this contract.
- It is the responsibility of the vendor to perform a site visit of each individual road/project to

verify the measurements and determine the extent of the services required as stated in Section 2, Statement of Work.

- MOT is a requirement of this contract and shall be accounted for in the pricing submitted.
- Vendors shall submit their response to the County to include all items as noted in Section 1.13.2, with two (2) originals and one (1) complete copy of the items noted.
- Pictures of the first and second initial sites were passed around to all vendors in attendance. The viewing of these pictures does not constitute the viewing of the site(s). These pictures are attached below. The first three pages depict areas along CR 474. The remainder of the pictures are from the second initial project on various roads located in a residential area of Mount Plymouth.

Questions and Answers:

Question 1: Is there a designated dump site that can be used?
Answer 1: No. The vendor is required to properly dispose of all items.

Question 2: What are we required to do with the larger items like tires?
Answer 2: For larger discarded items, if possible, make a pile of the debris and the County will pick it up.

Question 3: How many contracts does the County intend to award under this solicitation?
Answer 3: It is largely dependent on Section 1.3, Method of Award, and what the vendor submits to the County (see Section 1.3), however, the County is anticipating awarding from 2 to 5 contracts.

Question 4: How will future projects under this contract be awarded?
Answer 4: When specific purchases are initiated, all vendors within the established "pool" will be requested to offer a fixed price for that specific project. The vendor offering the lowest fixed price shall be awarded that specific project.

No changes other than the information noted in this addendum constitute a change to the RFP.

Firm Name: Luke Brothers, Inc Date: 7/28/2015

Signature: Title: Accounting Manager

Typed/Printed Name: Dacia Trombetta

LUKE BROTHERS INC.
LANDSCAPE SERVICES

CONTRACTOR'S COMPANY OWNED MAJOR EQUIPMENT

QUANTITY	DESCRIPTION	STORAGE AND WORK SITE OF EQUIPMENT
174	Trucks (all types)	All branches
210	Trailers (all types) (includes 3 Vermeer chippers)	All branches
235	Commercial Mowers (includes 2 Tractors with brush hog attachments)	All branches
12	Aerial Devices (includes bucket truck)	All branches
18	Large Front-end Loaders	All branches
+2,000	Power Equipment Tools (includes weed eaters, pole saws, chains saws)	All branches