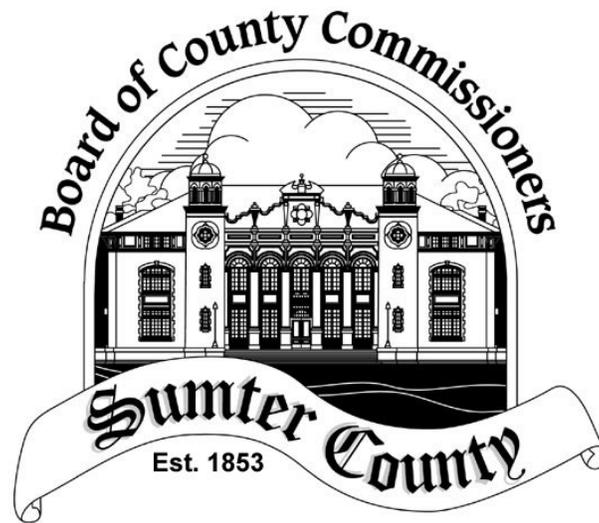


REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY
MOWING AND LANDSCAPE MAINTENANCE SERVICES

RFP # 019-0-2012/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Financial Services Manager
7375 Powell Road
Wildwood, FL 34785

Phone (352) 689-4435 Fax (352) 689-4436

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Sumter County. If Sumter County finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	July 30, 2012
Last Day for Questions	August 13, 2012 @ 5:00 PM
Proposals Due	August 30, 2012 @ 11:00 a.m. in Suite 200** and opened at 11:05 a.m. in Room 110*
Internal Proposal Review	Aug. 30 – Sept. 4 , 2012
Selection Committee Meeting	September 4, 2012 @ 2:00 p.m. in Room 110*
Sumter County BOCC Approval	September 11 , 2012
Contract Negotiations (If Necessary)	September 12, 2012

* Room 110 is located on the first floor in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

** Suite 200 is located on the second floor in The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

TABLE OF CONTENTS

PART 1 - Intent and General Information.....	4
Request for Proposals.....	4
Pre-Proposal Conference.....	4
Open Records.....	4
Vendor Responsibility.....	5
Standard Insurance Requirements.....	5
Proposals Documents Required.....	9
Examination of Proposals Documents.....	10
Interpretations, Clarifications and Addenda.....	10
Inspection of Site.....	10
Governing Laws and Regulations.....	11
Preparation of Proposals.....	11
Fiscal Year Funding Appropriation.....	11
Tax Exempt Status.....	11
Protection of Resident Workers.....	12
Sumter County Board of County Commissioners.....	12
E-Verify Statement.....	12
Right to Audit Records.....	12
Additional Services/Purchases by Other Public Agencies.....	12
 PART 2 - Evaluation and Award.....	 13
Proposals Evaluation.....	13
Proposals Award.....	13
 PART 3 - Proposals Submittal.....	 14
Page Specifications.....	14
 PART 4 - Proposals Documents.....	 15
Proposals Cover Page.....	15
Proposer's Certification.....	16
Statement of Terms and Conditions.....	17
Reference & Similar Projects Experience Form	18
Drug Free Workplace Certificate.....	20
Hold Harmless Agreement.....	21
E-Verify Certification Form.....	22
Anti-Collusion Statement.....	23
Statement of "No Proposals".....	24
 PART 5 - Scope of Services and Exhibits.....	 25
Exhibit A - Landscape and Maintenance Area by Building Location.....	32
Exhibit B – Location of Irrigation Systems.....	34
Exhibit C – Proposal Form.....	35
Sample Professional Services Agreement.....	36

PART 1

INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposals will be received by the Sumter County Board of County Commissioners (BOCC) located at 7375 Powell Road, Suite 200, Wildwood, FL 34785, **no later than August 30, 2012 @ 11:00am**. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 5:00pm, August 13, 2012, will be considered. **Questions will not be answered over the phone.** Questions regarding the RFP process must be in writing and faxed to (352)689-4436, attention: Ms. Chris Morrison or emailed to Chris.Morrison@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the construction plans or specifications must be faxed to Sumter County, Attention Ms. Chris Morrison, (352)689-4436 or emailed to Chris.Morrison@sumtercountyfl.gov.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained on the Sumter County website at ww.sumtercountyfl.gov or in the Financial Services Office, 7375 Powell Road, Suite 206, Wildwood, FL 34785 from 8:00 A.M. to 5:00 P.M.

PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this bid.

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS, ADDITIONS, REVISIONS, AND/OR CLARIFICATIONS.

OPEN RECORDS

The Sumter County BOCC is governed by Florida's public record laws, Chapter 119 of the Florida Statutes. All bids, RFP's, quotes and all solicitation documentation are open for public inspection thirty (30) days after the solicitation opening or when Sumter County BOCC provides notice of a decision or intended decision, whichever is earlier. Certain proprietary and financial information from vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S. 119.071 (1) (f).

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their proposals. Sumter County BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.
- Invitation by Sumter County BOCC to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their proposal. Additionally, no travel expenses incurred as a result in participating in the proposal process will be reimbursed.
- 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Florida Statutes Section 287.133, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the Sumter County BOCC.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI will be required. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442. If F.S. 627.442 applies, the contractor shall provide written confirmation from the insurance company that they are self-insured.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** Each Occurrence and **\$1,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or E & O Liability (when applicable) The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an "Additional Insured" on the Professional and/or E & O Liability.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its

offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the

Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:
Sumter County Board of County Commissioners
Attention: Financial Services Department
7375 Powell Road, Suite 206
Wildwood, FL 34785

PROPOSAL DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- ☐ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ☐ Proposal Form. Form located in Document as Exhibit "C".
- ☐ Proposer Certification / Addenda Acknowledgement Form.
- ☐ Statement of Terms and Conditions.
- ☐ A sworn, notarized Statement of Contractor's Experience and Personnel.
- ☐ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ☐ Anti-Collusion Statement
- ☐ E-Verify Certification Form
- ☐ Hold Harmless Agreement
- ☐ Fee Schedule List
- ☐ One (1) original, one (1) electronic version on a CD or Flash Drive of the original RFQ in its entirety not password protected, and three (3) copies of the original RFQ packet.
- ☐ Qualification Document Checklist of Items Required to be Submitted (This Sheet).
- ☐ A Certificate of Insurability, acceptable to the County, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and Sumter County BOCC
 All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's proposal being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify Sumter County BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any questions or request for interpretation received by Sumter County BOCC before 5:00 pm, August 13, 2012, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established proposal opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her proposal will be construed as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The Sumter County BOCC and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or total prices proposal.

INSPECTION OF THE SITE

The Contractor shall visit each site only during normal business hours for each location. It is the Contractor's responsibility to learn each locations normal office hours. There will not be a guided site visit tour with county staff at each location.

The Contractor shall thoroughly examine and familiarize themselves with the RFP and specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this RFP. Deficient understanding of the existing field conditions will in no

way relieve the contractor from the contractual obligations of this RFP. Any damage to existing County assets as a result of the contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF PROPOSALS

- **Signature of the Vendor:** The Vendor must sign the Proposal forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Vendor shall state in the Proposal Form the name and address of each person interested therein.
- **Basis for Proposal:** The price proposed for each item shall be on a total price or unit price basis according to the form of the Proposal. The proposal prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Sumter County BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Sumter County BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Sumter County Board of County Commissioners is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The Sumter County BOCC actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the Sumter County BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The Sumter County Board of County Commissioners is a unit of local government and as such reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or examination process, reserves the right to select low proposal per item, and reserves the right to award proposals and/or contracts in the best interest of the Sumter County Board of County Commissioners.

E- VERIFY

Sumter County requires all vendors and subcontractors providing goods and services to Sumter County, to certify that they have implemented the Federal E-Verify program for all newly hired employees. Vendors must submit written proof to Sumter County utilizing the "E-Verify Certification" form.

RIGHT TO AUDIT RECORDS

The Sumter County Board of County Commissioners shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Vendor by submitting a proposal/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor's approval. Without the vendor's approval, the seeking agency cannot Piggy-Back.

PART 2

EVALUATION AND AWARD

PROPOSAL EVALUATION

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the Sumter County BOCC by the due date and time. Once proposals are received, the Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. All proposals received in accordance with this Request for Proposals will be evaluated using the following criteria.

	Score	X	Weight	=	Rating
1. Contractor's Experience and Personnel / References	_____		<u>0.40</u>		_____
2. Warranty / Guarantee	_____		<u>0.10</u>		_____
3. Completeness of Proposal	_____		<u>0.10</u>		_____
4. Price	_____		<u>0.40</u>		_____

SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

Do not attempt to contact any Selection Committee Member, staff member or person other than Ms. Chris Morrison for questions relating to this project. **Anyone attempting to contact Sumter County BOCC representatives will be disqualified.** The Selection Committee shall be: Richard Cobb, Facilities Maintenance Supervisor, Freddie Fudge, Maintenance Technician II and Bruce Root, Operations Coordinator.

Recommendation of award will be sent to all submitting vendors. The award will be based on the proposal that is most advantageous to Sumter County. All Selection Committee recommendations are subject to Board approval.

The Selection Committee will meet to evaluate proposals at 2:00 PM in Room 110 of The Villages Sumter County Service Center located at 7375 Powell Road, Wildwood, FL 34785 on September 4, 2012.

PROPOSAL AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results may also be requested by telephone, fax or electronic media.

PART 3 PROPOSAL SUBMITTAL

An original (1), three (3) copies, and one (1) electronic version on a CD not password protected (for a total of 5), of each proposal or alternate proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**RFP 019-0-2012/AT Sumter County Mowing and Landscape Maintenance Services**” with the firm name and return address. Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**RFP # 019-0-2012/AT Sumter County Mowing and Landscape Maintenance Services**” and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 11:00a.m. on August 30, 2012 . Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. **Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer’s expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, 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 ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document’s thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Proposal Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.

**PART 4
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN):
State of Florida License Number (If Applicable):
Name of Contact Person:
Title:
E-Mail Address:
Mailing Address:
Street Address (if different):
City, State, Zip:
Telephone: _____ Fax: _____
Organizational Structure – Please Check One:
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>
If Corporation:
Date of Incorporation: _____ State of Incorporation: _____
States Registered in as Foreign Corporation:
Authorized Signature:
Print Name: _____
Signature: _____
Title: _____
Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT			
DUE DATE: August 30, 2012	DUE TIME: 11:00 AM	RFP # 019-0-2012/AT		
TITLE: Sumter County Mowing and Landscape Maintenance Services				
VENDOR NAME:	PHONE NUMBER:			
VENDOR MAILING ADDRESS:	FAX NUMBER:			
CITY/STATE/ZIP:	E-MAIL ADDRESS:			
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____	_____	_____	_____	
Authorized Agent Name, Title (Print)	Authorized Signature	Date		
<i>This document must be completed and returned with your Submittal</i>				

Statement of Terms and Conditions

This document must be completed and returned with your Submittal.

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/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 287.133, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Financial Services Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or IBID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or IBID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/IBID Contract Documents. Any inquiry or request for interpretation received by the Financial Services Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/IBID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/IBID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/IBID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/IBID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/IBID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/IBID Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or total prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/IBID's, will be available for public inspection ten days after opening of the RFP's/IBID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/IBID's must make an appointment by calling the Financial Services Manager at (352) 793-0200. All RFP's/IBID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/IBID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/IBID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/IBID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/IBID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/IBID price or the RFP/IBID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/IBID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/IBID will not relieve the Bidder from including any required documents with this RFP/IBID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/IBID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Financial Services Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/IBID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/IBIDS:

Signature of the Bidder: The Bidder must sign the RFP/IBID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/IBID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/IBID must be submitted. The Proposer/Bidder shall state in the RFP/IBID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a total price or unit price basis according to specifications on the RFP/IBID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the total prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/IBID FORM. In the event that there is a discrepancy on the RFP/IBID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/IBID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/IBID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/IBID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/IBID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Financial Services Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Financial Services Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/IBID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/IBID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/IBID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/IBID specification for any item(s). If RFP's/IBID's are based on equivalent products, indicate on the RFP/IBID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/IBID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/IBID's which do not comply with these requirements are subject to rejection. RFP's/IBID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/IBID FORM. The Financial Services Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Financial Services Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/IBID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/IBID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

This document must be completed and returned with your Submittal

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

CONTRACTOR'S AFFIDAVIT

State of Florida
County of _____

Before me personally appeared _____ who is *(title)* _____
of *(the company described herein)* _____ being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 2009

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal.
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal

This document must be completed and returned with your Submittal.

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/Vendor-Print Name

Signature

Project Name

Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

E-Verify Vendor/Contractor/Subcontractor Certification

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION (In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized signature: _____

Printed name & Title: _____

Address: _____

Date: _____

Telephone Number: _____

E-mail address: _____

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

NO quotes _____ will
be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the
consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF "NO PROPOSAL"

RFP # 019-0-2012/AT

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: Sumter County BOCC, 7375 Powell Road, Wildwood, FL 34785. Attn: Ms. Chris Morrison.

We, the undersigned, have declined to submit a proposal for your **RFP # 019-0-2012/AT Sumter County Mowing and Landscape Maintenance Services** for the following reasons:

- _____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- _____ Insufficient time to respond to Request for Proposals.
- _____ We do not offer this product/s or equivalent.
- _____ Remove us from your vendor's list for this commodity or service.
- _____ Our product schedule would not permit us to perform to specifications.
- _____ Unable to meet specifications.
- _____ Unable to meet insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Competition restricted by pre-approved owner standards.
- _____ Other (please specify below or attach a separate sheet).

Remarks:

"We understand that if this "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities."

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

PART 5 SCOPE OF SERVICES

The Sumter County Board of County Commissioners is requesting proposals from qualified firms for **RFP # 019-0-2012/AT Sumter County Mowing and Landscape Maintenance Services**.

Scope of Work Section 1:

SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SPECIFICATIONS

The landscape maintenance contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation (including repair) and related landscaping structures and systems within the property described in Exhibit 1.0.

The following specifications are set as the minimums to gain the desired healthy and attractive landscaping with the community.

TURF MAINTENANCE MOWING

Mowing of all turf areas shall be performed on a weekly basis during the normal growing season (April through October). During the months of November through March it is expected that mowing will be required at least twice a month unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times.

Mowing height shall be as follows:

1. Zoysia-2" to 2.5"
2. St. Augustine 'Floritam'-3.5" to 4"
3. Bahia-3" to 4"

When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signposts are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Any unsightly clippings, which remain on the turf, shall be removed immediately after mowing, not blown or swept down storm drains.

Walkways, streets and parking areas to be blown or vacuumed free of clippings after each mowing. Please refer to SITE CLEANLINESS AND CONDITION for additional requirements during the months of November through March when mowing may only occur twice a month.

EDGING

Edging of walkways, curb lines and other paved areas to be performed in conjunction with the mowing operations. Irrigation valve boxes, splices boxes, gate valve boxes and water meter boxes shall be edged routinely.

Edging of shrub beds as well as around trees and large shrubs shall be performed a minimum of twice per month throughout the year or more frequently if needed.

Bed lines shall be kept smooth in regard to original design and increased if plant material growth warrants.

Care should be taken in all edging operations to minimize damage to plant material and irrigation.

FERTILIZATION OF TURF, TREES, SHRUBS, ANNUAL/PERENNIALS FLOWER BEDS

St. Augustine/Floritam Turf:

There should be a minimum of four (4) applications of a complete, acid-forming commercial turf fertilizer applied to St. Augustine or Floritam Turf per year.

March (15-0-15): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product) There should be a minimum of 4% Iron, 6% Sulfur, and 2% each of Magnesium and Manganese. At least 25% of the Nitrogen should be in slow release form such as poly coated, or sulfur coated area.

June (9-2-24): 9-2-24 with 6% Iron, and 8 to 10% Sulfur (Lesco, or identical label) shall be applied at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product)

- This lower Nitrogen will reduce fast succulent growth and resulting clippings, and reduce Chinch Bug occurrence in the summer months. The extra Iron and Sulfur will enable the turf to maintain a desirable green color without excessive top growth.

August (9-2-24): Same as in June with 9-2-24.

- The extra Potassium will help with drought and cold tolerance in dry and cold months.

October (15-0-15): Same as March with 15-0-15.

Bahia Turf:

There should be two (2) applications of complete commercial turf fertilizer to Bahia Turf areas per year.

March (16-4-8): A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)

September (9-2-24): 9-2-24 with 6% Iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.

- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 at the label rate, or another iron source should correct the problem.

Zoysia Turf:

There should be a minimum of three (3) fertilization applications from spring green-up through fall applied to Zoysia Turf per year.

March (15-0-15) after last frost: A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product). Apply fertilizer at the rate of ½ (water-soluble) to 1 (slow-release) pound of nitrogen per 1000 square feet. Do not apply nitrogen too early in the growing season or subsequent frosts may damage the grass.

May (15-0-15): Same as March.

September (15-0-15): Same as March.

NOTE: All turf fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will avoid applications prior to heavy rain fall.

DISEASE AND PEST CONTROL

Treatment of the varied turf shall be accomplished as needed to prevent damage and to promote healthy and continue growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis.

WEED CONTROL

Application of herbicides shall be done on a curative "as needed" basis. A pre-emerge herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum. Ninety five percent (95%) weed free turf shall be expected.

GROUND COVER AND SHRUB MAINTENANCE PRUNING

Pruning is to be performed as needed to remove dead material, promote healthy growth and bed conditions and to keep plant material from spreading over curbs, walkways, streets, parking areas, and up walls.

Individual branch pruning is most desirable. Wholesale shearing or trimming should be avoided unless special conditions should arise.

Natural growth pattern shall be promoted as much as possible. However, special pruning of materials, which may inhibit sight at intersections or passage at certain areas, should be performed.

Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection of fixtures themselves from damage.

BEDS

Beds are to be kept free of weeds, landscape debris, and trash. Hand weeding shall be done as necessary; however pre-emergents and selected herbicides may also be used to control weed growth.

Mulch shall be fluffed and or added to as necessary to enhance moisture holding capability and a neat, clean appearance. A minimum of twice a year replenishment of pine straw in all beds will be scheduled. Care should be taken during mulching so as to not cover landscape lighting, valves, junction boxes or other structures and components.

Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-10-10, 12-2-14, or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used.

The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration.

DISEASE AND PEST CONTROL

Treatments shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

TREE MAINTENANCE

Generally trees shall be pruned as needed to promote a natural shape and appearance, remove dead material as well as encourage healthy growth. Also, removal of excessive mosses, mistletoe and suckers shall be done one (1) time per year, and should be done in the cool season when trees are dormant. All trees adjacent to roads, cart paths, walls and signage shall be pruned as needed for clearance and visibility.

WATER

All trees will be watered sufficiently to insure health and continued growth.

FERTILIZATION

Proper fertilization for the varied trees shall be fertilized three (3) times per year with a complete commercial fertilizer such as 8-10-10, 12-2-14, 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Applications shall be at the labeled rate on the bag, and applied in March, June and September.

Palms shall be fertilized three (3) times per year with a complete commercial palm fertilizer such as 8-2-12+4 Mg, or similar. 100% of the Mg should be a slow release form such as prilled kieserite. Applications shall be at the labeled rate on the bag, and applied in March, June and September.

IRRIGATION SYSTEMS MAINTENANCE

Irrigation systems and components shall be monitored to insure proper functioning and that proper coverage is achieved at all times.

Watering frequencies and duration's, should be adjusted to insure healthy growth and prevention of disease and pest damage.

Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights is acceptable to insure proper coverage.

Valve boxes to be kept clear for easy access for manual operations and repairs. Valve boxes and satellites shall be kept free of ants.

The contractor shall be responsible for staying abreast of any and all governmental water restriction, which may be imposed. Any fines for violations will be the responsibility of the contractor.

Damage to irrigation heads, valve boxes and other system components due to the contractor's operations shall be repaired entirely at the contractor's expense.

REPAIRS

Repairs to systems or components shall be accomplished as soon as possible to minimize any adverse effect to turf and or plant material.

Repair or replacement of heads, sprays, misters, and emitters, as well as the rebuilding of valves is considered normal routine maintenance. Cost of material only shall be billed separately.

Repair of pipe 1 ½ "or smaller and hydraulic tubing shall be considered routine maintenance. Cost of material only shall be billed separately.

Broken lines 1 ¾ and larger, valve and or controller replacement, as well as major system repairs or changes shall be approved by the Sumter County Representative before proceeding. In the event of emergencies, isolation of areas to prevent further damage to the system or associated plant material or structures is to be accomplished until repairs can be made. Cost on these types of repairs or replacements may include material and labor charges. Two (2) inch pipe or larger must be gasketed with proper thrust blocking as needed. County representative prior to back filling must inspect repairs. Repairs shall be completed within forty-eight (48) hours.

DRAINAGE STORM WATER COLLECTION

Sediment that washes into drainage swales shall be removed from swales and storm pipes at road entrances at least monthly.

SITE CLEANLINESS AND CONDITION

All areas shall be kept free of litter, landscape and or construction debris. During the months of November through March when mowing may only occur twice a month, it will be required that three times a week the walkways, streets and parking areas be inspected, cleaned, blown or vacuumed as needed in order to maintain a neat and clean appearance.

It should be understood that Sumter County is a continuously growing and changing area. Development and construction will from time to time cause damage, or will interrupt the routine maintenance program.

It is important that problems, or potential problems, which may be caused by these procedures, should be brought to the attention of the County Representative as soon as possible for action.

SUB CONTRACTING

The contractor may subcontract certain procedures or operations as required. Proof of proper licensing and insurance will be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

WORKFORCE

It is required that the contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

PARKING

Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection.

SUPERVISION

The contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the County Representative at any time, and shall be easily accessible to the Representative at all times either via e-mail or phone.

A walk through with a County Representative may be required to cover work being accomplished, special needs or concerns, and other related information.

ADDITIONAL WORK

From time to time additional work may be requested of the contractor by a County Representative for the areas under contract and other county owned or leased property. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

CHANGES

It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the management. The management does reserve the right to disapprove any changes. In such case other contractors may be engaged for the change.

SATISFACTORY PERFORMANCE

It is estimated that the frequency and guidelines set forth in this scope of work will provide the quality desired for the properties listed in exhibit 1. However, in the event it does not, the Contractor agrees to

provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Owner in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The Owner will review the appearance and quality of the grounds on a periodic basis. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from the desired appearance.

Any plant, tree, grass or shrubs which die due to Contractors negligence shall be replaced by the contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case the plants may be replaced at the Owners direction at no additional cost to the Contractor.

Any damage to walls, landscape, lighting or hardscape features by the contractor shall be repaired by the respective tradesman initiated through the Developer representative so all warranties remain effective. All billing for said repairs will be directed to the contractor responsible for said area and cost of repairs.

WARRANTY

Any work completed by the contractor, to include new or replacement plants and irrigation repairs, will have a minimum of a 1 year warranty.

EMPLOYEE REQUIREMENTS

Any workers applying fertilizer must be certified with Green Industry Best Management Practice. Any workers applying any pesticide will meet all requirements per the Florida Department of Agriculture and Consumer Services.

Exhibit A

Landscape and Maintenance Area by Building Location

Villages Annex Building:

- All landscape areas and hedges immediately surrounding this building; out into the parking areas north, south and west of the building; out to the 10' mark on the east side of this building; and on the north side of the north parking area to the road right of way and out approximately 3' on the east side of this parking area.
- All Bahia turf to the south of this building out to approximately 10' east of the hedge to where the St. Augustine starts and south to the road.

Villages Health Department Building:

- All landscape areas and hedges immediately surrounding this building and in the adjoining parking areas to the north, south and west including the hedge approximately 15 feet from the building.
- All Bahia turf to the south of the parking area to the road and across to the west in line with the hedge running north to south. Also any St. Augustine turf between west side of building and hedge and north to Fire Dept.

Villages Fire Department:

- All landscape areas immediately surrounding this building and in line with the western hedge of the Building Department and in the parking medians.
- All landscape areas on the north side of the property and to the road right of way.
- All St. Augustine turf surrounding this building and in line with the hedge of the Building Department and north of the building along C-466.

Belvedere Library:

- All landscape areas surrounding this building, bordering all four sides of the parking area, and in the medians.
- All Zoysia turf surrounding the building; inside of the landscape perimeters; in front of the northern landscape and in-between the western landscape and the golf cart path.

The Villages Sumter County Service Center:

All landscape areas surrounding this building, bordering all four sides of the parking area, and in the medians.

All turf surrounding the building; inside of the landscape perimeters

The general area is defined as follows: Northern Boundary-Burnsed Road, Western Boundary- Powell Road, Southern Boundary- The fence line running east from Powell road to the generator, an 18 foot border around the generator transitioning to the parking lot. Eastern Boundary- a 10 foot border on the eastern side of the hedges that run north and south to Burnsed Road.

The 6.6 acre field that is south east of the main building. The area around the parking lot will be maintained per above requirements. The remainder of this area will require mowing and trash removal only.

SCOPE OF WORK SECTION 2:

Additional Irrigation System Maintenance

The landscape maintenance contractor shall be responsible for the proper care and maintenance of the irrigation (including repair) structures and systems within the properties described in Exhibit 2.0 per the following scope of work:

Irrigation Audit: The contractor will conduct a one time irrigation audit within 30 days of contract award on properties listed in Exhibit 2 weather permitting. This audit will verify system operating pressure, distribution efficiency, and application rate at each zone. A written report with estimates for repair for each location will be provided to the county.

Irrigation Management: The contractor will monitor the listed irrigation systems 2 times monthly and make adjustments as necessary to facilitate proper plant and turf growth. The contractor will stay abreast of all local and statewide water restrictions and make appropriate changes to the irrigation schedules. The contractor is responsible for any fines imposed for non compliance with water restrictions.

Repairs or Design Changes: The contractor will notify the county of any repairs or changes necessary and provide the county with a written estimate for repairs. The contractor will ensure that a licensed irrigation technician makes all authorized repairs or changes. All cost including labor, parts, and supplies will be at the counties expense. Note: Repair or replacement of heads, sprays, misters, and emitters, as well as the rebuilding of valves is considered normal routine maintenance. Cost of material only shall be billed separately. Repair of pipe 1 ½ "or smaller and hydraulic tubing shall be considered routine maintenance. Cost of material only shall be billed separately

Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights is acceptable to insure proper coverage.

Valve boxes to be kept clear for easy access for manual operations and repairs. Valve boxes and satellites shall be kept free of ants.

Damage to irrigation heads, valve boxes and other system components due to the contractor's operations shall be repaired entirely at the contractor's expense.

Repairs to systems or components shall be accomplished as soon as possible to minimize any adverse effect to turf and or plant material..

Broken lines 1 ¾ and larger, valve and or controller replacement, as well as major system repairs or changes shall be approved by the Sumter County Representative before proceeding. In the event of emergencies, isolation of areas to prevent further damage to the system or associated plant material or structures is to be accomplished until repairs can be made. Cost on these types of repairs or replacements may include material and labor charges. Two (2) inch pipe or larger must be gasketed with proper thrust blocking as needed. County representative prior to back filling must inspect repairs. Repairs shall be completed within forty-eight (48) hours.

EXHIBIT B Location of Irrigation Systems

Building	Address	Type Time Clock	Clock Location	Number of Zones
Historic Court House	209 North Florida St. , Bushnell, FL 33513	Rain Bird	SW Corner	9
Judicial Building (2) Clocks	225 East McCollum Ave, Bushnell, FL 33513	Rain Bird	East End of Building	5
	225 East McCollum Ave, Bushnell, FL 33513	Rain Bird	Generator South Wall	3
Public Works Main Office	319 East Anderson Ave, Bushnell, FL 33513	Rain Bird	North Wall	3
Archive Building	229 East Anderson, Ave, Bushnell, FL 33513	Rain Bird	South Wall	3
Public Defender Main Office	416 Lawrence Street, Bushnell, FL 33513	Rain Bird	South Wall Towards Back	1
Bushnell Health Dept	415 East Noble Ave, Bushnell, FL 33513	Rain Bird	1 Mechanical Room West Wall and 1 East Wall	4
Bushnell Health Dept Conference Building	415 East Noble Ave, Bushnell, FL 33513	Rain Bird	East Wall Conference Center	2
Property Appraiser/Tax Collector	220 East McCollum Ave, Bushnell, FL 33513	Rain Bird	Judicial Building	10
Lake Panasoffkee Library	1500 CR 459, Lake Panasoffkee, FL 33538	Rain Bird	Back North Wall	3
Wildwood Health Department	104 Rutland Street, Wildwood, FL 34785	Rain Bird	Mechanical Room West Wall	4
West Bushnell Fire Station	5654 CR 113, Bushnell, FL 33513	Rain Bird	NE Corner of Building	4
Wildwood Fire Station South	2390 CR 521, Wildwood, FL 34785	Rain Bird	SE Corner of Building	4

Note: This exhibit depicts irrigation systems that are in addition to the systems being maintained in Exhibit 1.0.

**Exhibit C
Proposal Form
FOR
BOARD OF SUMTER COUNTY COMMISSIONERS**



Name of Contractor Submitting Proposal _____

Name of Person Submitting Proposal _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Board of Sumter County Commissioners, to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

CONTRACTOR'S FEE SCHEDULE MUST BE ATTACHED TO THIS PROPOSAL

Signature

Date

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal.

**CONTRACT
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

(Sample agreement only. County reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Consultant.)

THIS AGREEMENT is made this _____ day of _____, 2012, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and _____ (hereafter referred to as "Consultant"), whose address is _____.

RECITALS

WHEREAS, the Board has need of professional services for SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SERVICES; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFP # 019-0-2012/AT – Request for Proposals for SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SERVICES;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the SUMTER COUNTY MOWING & LANDSCAPE MAINTENANCE SERVICES Consultant, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP # 019-0-2012/AT.
3. Consultant agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.

5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 019-0-2012/AT, naming Board as an additional insured in each such policy.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not

otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. Vendor's Proposal Documents
- c. Permits / Licenses
- d. All Proposals Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued

10. Consultant does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE CONSULTANT

Name: _____ Name: _____

Address: _____ Address: _____

Title: _____ Title: _____

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, Chairman

Date Signed: _____

ATTEST:

Consultant

By: _____

By: _____

Date Signed: _____