

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Lawn Maintenance for County Parks** for the benefit of the **Parks & Open Space** Department on an as needed basis.

BID NUMBER: 22-175

E-BID OPENING DATE: 2:00 pm, Wednesday, June 23, 2021

PART A - INSTRUCTIONS TO BIDDERS

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County Board of County Commissioners are calling for and requesting the submission of bids for Annual Lawn Maintenance for County Parks.

The herein included Instructions to Bidders ([PART A](#)), Terms and Conditions ([PART B](#)), Technical Specifications ([PART C](#)), Bidder's Check List ([PART D](#)); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

1.2 Distribution of Information

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar](#).

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on [DemandStar](#). In order to submit a bid response to this solicitation the bidder must be registered with [DemandStar](#).

1.3 Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar](#) in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form [EXHIBIT A](#) should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. **An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution [EXHIBIT B](#) granting authorization to the representative to execute on behalf of the business.**

The submittal of a proposal by a bidder will be considered by the County as constituting an offer by the bidder to perform the required services at the stated fees.

1.4 **Bid Opening-Zoom Meeting**

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

Join Zoom Meeting

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/u/adtsfJybhW>

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Equal Opportunity Office at 352-374-5275 at least 10 business days prior to the event. TDD users, please call 711 (Florida Relay Service).

1.5 **Electronic Signatures**

The Parties agree that an electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

1.6 **Proprietary Information**

Responses to this solicitation upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 **must be submitted in a separate electronic pdf file**, clearly identified as “**PUBLIC RECORDS EXEMPT**” with your name and the bid number marked on the outside. Furthermore, you must complete **EXHIBIT C, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.7 **Non-Warranty of Specifications**

Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.8 **Inquiries/Questions**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Mandy Mullins** at mmmullins@alachuacounty.us no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to [DemandStar](#). Oral answers will not be authoritative. All addenda so issued shall become part of the bid documents.

1.9 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.10 **Withdrawal of Bids**

Modifications to or withdrawal of a bid can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County.

All prices bid shall remain firm for a period of one hundred and twenty (120) days after the bid opening.

1.11 **Small Business Enterprise (SBE) Program Participation**

1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

1.11.2 The SBE Program Participation Form, [EXHIBIT D](#), should be completed for your proposal to be considered responsive.

1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

1.11.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its bid response.

1.11.5 The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.

1.11.6 The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Contractor that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.

1.11.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.11.8 Proposed Subcontractors Requirements

1.11.8.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, [EXHIBIT D, Option 3](#).

1.11.8.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, [EXHIBIT D, Option 4](#).

1.11.9 Good Faith Effort Requirements

1.11.9.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.11.9.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's. , The good faith efforts that may be considered by the County are listed under Section 22.11-207, of the Alachua County Procurement Code:

1.11.9.2.1 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, [EXHIBIT D](#).

1.12 Alachua County Government Minimum Wage (GMW)

1.12.1 Services solicited through this Invitation to Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code of Ordinances ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.

1.12.2 The consultant shall certify via [EXHIBIT E](#) it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

1.13 U.S. Department of Homeland Security E-Verify System

The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Invitation to Bid (ITB). The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Invitation to Bid (ITB) to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the solicitation. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

1.14 **Public Entity Crimes**

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

1.15 **Drug Free Workplace**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete [EXHIBIT F](#).

1.16 **Proposed Subcontractors NON-SBE**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, [EXHIBIT G](#). No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

2.0 **QUALIFICATION OF BIDDERS**

2.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

2.2 **Bidder's Questionnaire**

The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Bidders are requested to complete and return along with their bid the Bidder's Questionnaire [EXHIBIT H](#).

2.3 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 EXAMINATION OF PROPERTY

3.1 Bidder's Responsibility

3.1.1 Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

3.1.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

4.0 QUALITY

All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

5.0 LAWS, PERMITS AND REGULATIONS

Permit, Application, and License Fees

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

5.1 Compliance

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

6.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within one hundred twenty days (120) days after the opening of the bids by written notice to the successful bidder(s). Additional days may be added upon mutual written agreement between the County and the successful bidder.

The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

7.0 ACCEPTANCE OF BID

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the County.

8.0 PERFORMANCE TIME

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

9.0 COLLUSION

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the [bid form](#), declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

10.0 ADDENDA

Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

11.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

11.1 Notice of Solicitations and Awards

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

11.2 **Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

11.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

11.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;

11.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and

11.2.1.3 The Solicitation instructions are unclear or contradictory.

11.2.2 **Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

11.3 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

11.3.1 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

11.3.1.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;

11.3.1.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and

11.3.1.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

11.3.2 **Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at lsapp@alachuacounty.us no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

11.4 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

11.5 **Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

- 11.5.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
- 11.5.2 necessary to avoid or substantially reduce significant damage to County property;
- 11.5.3 necessary to avoid or substantially reduce interruption of essential County Services; or;
- 11.5.4 otherwise in the best interest of the public.

PART B - TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

WORK: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

2.0 CONTRACTOR'S INSURANCE

The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT J**. Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

3.0 **BONDING REQUIREMENTS (Not Applicable)**

4.0 **MODIFICATIONS**

This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

5.0 **SEVERABILITY**

If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

6.0 **INDEPENDENT CONTRACTOR**

In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

7.0 **TERM OF THE CONTRACT**

The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally, the term will begin on **October 1, 2021** and continue through **September 30, 2023** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **two (2)** year-periods and the same terms and conditions outlined here in. The amendments to extend the contract will be issued once the county has exercised the option to renew.

It is the intent of the County to issue a purchase order.

A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

8.0 **RESPONSIBLE AGENT**

The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, [EXHIBIT I](#).

The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

9.0 ASSIGNMENT OF PERSONNEL

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

10.0 GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

11.0 AWARD OF CONTRACT(S)

The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.

12.0 ASSIGNMENT OF INTEREST

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

13.0 INDEMNIFICATION

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

14.0 AMENDMENTS

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

15.0 DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.

If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

16.0 SUCCESSORS AND ASSIGNS

The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

17.0 NON WAIVER

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

18.0 BOOKS AND RECORDS

The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

19.0 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

20.0 WORKPLACE VIOLENCE

Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

PART C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

2.0 MAINTENANCE SERVICE

2.1 Mowing

The contractor shall mow and trim all turf areas weekly during April through October and twice a month in the months of November through May. There will be days when the vendor should plan on providing back up capacity due to the weather. Mowing shall be done carefully so as not to tear the bark off trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, backflow devices, time clocks, curbs, or other facilities. Should damage to any of the above listed occur, the contractor will be held financially responsible for replacement or repair. Grass clippings or debris caused by mowing will be removed from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed. Mowing will not be done when weather or conditions will result in damaged turf. The contractor *shall remove all* trash and litter from the entire area prior to initiating any mowing of the turf area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the contractor to an off-site location, procured by the contractor at its sole cost and expense). Any papers, cans or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

2.2 Grass Height

Grass height shall be maintained on what is horticulturally correct for the turf variety taking into account the season (3"+).

2.2.1 Debris and Trash

2.2.1.1 The Contractor, prior to each mowing, shall pick up debris and trash located on the ground within the mowing area. Debris that would be torn, ripped, scattered or further subdivided by the mower resulting in an objectionable appearance shall be picked up. All collected debris and trash shall be placed in or by a trash can for disposal by county personnel. Debris such as limbs, bushes or other large items shall be picked up and removed from the site by the Contractor.

2.2.2 Finish and Cleanup

2.2.2.1 The Contractor shall sweep or air-blow all hard surfaces, including those near a stormwater inlet or catch basin, to remove dirt, dust and/or clippings caused by the mowing. All mowing shall be performed in such a manner as to result in a standard of mowed grass or vegetation cut uniformly.

- 2.3 **Trimming**
Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts, trees, etc.) will be done through chemical control within a limit of six inches (6") maximum so as not to inflict trimmer damage of any kind to structure, equipment or trees. The Contractor(s) must respond to a service request within twenty-four (24) hours or else the County will carry out the work and there will be a charge to the Contractor.
- 2.4 **Edging**
Edging of all walks, curbs, edges of pavements and lines of plant beds shall be performed at the same time as grass mowing to maintain a clean appearance free of grass invasion.
- 2.5 **Plant Growth**
All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. Herbicides, with prior written approval obtained from the County representative may be used to reduce undesired weeds. An appropriate vegetative-free circle shall be maintained around every tree and the size will be determined by the County representative.
- 2.6 **Pruning/Trimming of Trees, Shrubs, Plants, Hedges and Ground Covers**
The contractor shall remove dead limbs from trees that have fallen each maintenance visit. Pruning of shrubs, hedges and ground cover plants at least once every thirty (30) days in the months of May through October and every sixty (60) days in the months of November through April to maintain the desired form and shape as specified by the County representative. All Palms are to be trimmed once a year to ensure the absence of seed pods and dead or dying fronds dropping to the ground and not as severely as the hurricane cut; using the 9/3 rule. Pruned and trimmed material shall be removed as generated at contractor's expense. Trash, weeds and litter in shrub beds shall be removed and properly disposed of during each mowing cycle.
- 2.7 **Plant Growth on Paved Surfaces**
All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, gravel beds, seams, joints, etc., shall be removed during each service visit. When using herbicides, prior written approval must be obtained from the County representative.
- 2.8 **Maintenance Schedule**
Maintenance may be performed Monday through Friday between 7:30 a.m. and 4:30 p.m. Deviations from this schedule must be arranged with the County representative.
- 2.9 **Monthly Reports and Invoices**
The contractor shall complete and submit log sheets on a monthly basis indicating the location and date service performed along with their properly executed invoice for the work completed. The contractor may be required to conduct on-site inspections with the County representative on a monthly basis to verify satisfactory completion of contract requirements.

The contractor's designated supervisor shall provide a status report for work performed to the designated County representative. The designated County representative as acknowledgment of service completed must sign the status report. Reports dated in excess of three (3) days after work has been completed will not be accepted. When work is completed on a recognized County holiday, the contractor must have the receipt signed by the next working day.

2.10 **Irrigation System on Properties Mowed**

The contractor shall NOT be responsible for maintaining the irrigation system. The Contractor WILL be responsible for all damage to the irrigation system if brought on by the use of their mowers.

2.11 **Environmental Laws/Ordinances**

Contractors must comply with all local state and Federal environmental laws and ordinances.

2.12 **Contractor Communication**

Contractor must provide contact information and be able to be reached by phone while on County properties, in case of emergencies or additional services request.

Contractor must call FM upon completion of schedule services.

2.13 **Accountability**

Contractor is responsible for work planning, workforce training and scheduling, and ensuring all work meets quality standards. The work schedule must be acceptable to County.

Contractor must identify and correct any quality problems.

2.14 **Safety**

Contractors will use safe and acceptable work procedures at all times. All local, state and Federal laws, regulations, and directives affecting safety and health will be followed.

The Contractor shall provide all safety equipment associated with work within the specification to protect their employees.

2.15 **Incident/Accident**

Contractor must report any accidents involving personnel or property damages to Facilities Management immediately. FM will verify information and report it to the County's Risk Management Department.

2.16 **Inspections**

Parks and Open Space staff will inspect all work performed by Contractors prior to approving of payment.

Contractor must provide a lead worker or supervisor who will inspect grounds services prior to leading the site verifying that the work is performed according to the specifications. If any problems are identified, the contractor will have 24 hours to return to the site and remedy and/or correct deficiencies, failure to do so may result in a delay of payment.

2.17 **Mowing Season and Frequency**

The Contractor shall mow all areas once a week during the months of April through October and on an as needed basis as determined by the Parks Office during the month of November through March.

During extended rainy or dry periods, Contractor shall mow as conditions dictate. If weather conditions prevent mowing or edging on the scheduled day, then Contractor shall perform the mowing and edging the following day. If the wet or dry weather persists, Contractor shall coordinate with the County to set up an alternate schedule. Contractor shall not mow wet or severely drought-stressed turf.

2.18 **Mowing Areas**

The Contractor shall be responsible for personally inspecting each schedule location to become familiar with the existing conditions and determining the actual acreage to be mowed prior to submitting a response to this bid.

Contractor shall be responsible for repairing/replacing any lawns/grasses that is damaged as a result of failing to cut according to industry standards.

2.19 Frequency and Scheduled Locations

22-175 Annual Lawn Sample Schedule												
	October	November	December	January	February	March	April	May	June	July	August	September
	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
Quadrant #1												
High Springs Boat Ramp	4	1	1	1	1	1	5	4	4	5	4	5
Cellon Oak	4	2	2	2	2	2	5	4	4	5	4	5
Monteocha	4	2	2	2	2	2	5	4	4	5	4	5
Poe Springs Park	4	2	2	2	2	2	5	4	4	5	4	5
Quadrant #2												
Lake Alto	4	2	2	2	2	2	5	4	4	5	4	5
Santa Fe Lake	4	2	2	2	2	2	5	4	4	5	4	5
Melrose Boat Ramp	4	2	2	2	2	2	5	4	4	5	4	5
Owens-Illinois	4	1	1	1	1	1	5	4	4	5	4	5
Copeland	4	2	2	2	2	2	5	4	4	5	4	5
Quadrant #3												
Holden	4	2	2	2	2	2	5	4	4	5	4	5
Lochloosa	4	1	1	1	1	1	5	4	4	5	4	5
Kate Barnes Boat Ramp formally known as M.K. Rawlings	4	4	4	4	4	4	5	4	4	5	4	5
Grove Park	4	2	2	2	2	2	5	4	4	5	4	5
Earl P. Powers	4	4	4	4	4	4	5	4	4	5	4	5
Cynthia Moore Chestnut Park and Clark Butler Nature Preserve	4	4	4	4	4	4	5	4	4	5	4	5
Quadrant #4												
Squirrel Ridge	4	4	4	4	4	4	5	4	4	5	4	5
Veterans Park – Kanapaha	4	4	4	4	4	4	5	4	4	5	4	5
Watermelon Pond	4	1	1	1	1	1	5	4	4	5	4	5
Jonesville Park	4	4	4	4	4	4	5	4	4	5	4	5

2.20 Equipment

The equipment used by the Contractor must be commercial grade and have all safety device and/or switches as per manufactured design and be in good repair and shall be maintained to produce a clean, sharp level cut and uniform distribution of the cuttings at all times.

2.21 Permits and Licenses

The contractor and their employees shall be properly permitted and have any and all Federal, State and local licenses required engaging in the work set forth in this Scope of Service including pesticides and fertilizers certification.

2.22 Experience

The contractor shall have a minimum of 2 (two) years' experience in lawn maintenance, landscaping.

2.23 **Park Quadrants**

2.23.1 **Quadrant #1**

2.23.1.1 **High Springs Boat Ramp**

The work area consists of both sides of the roadway from the boat ramp to 300 feet south of the boat ramp; the area around the boat ramp; and from the end of the pavement to the river.

2.23.1.2 **Cellon Oak**

The work area consists of all the fenced in area. Use caution not to damage the tree roots. Use a weed trimmer around the base of the tree and its roots. The roadway (NW 169 Place) to the park is included in the mowing.

2.23.1.3 **Monteocha**

The work area consists of all accessible areas within the five acres including ditches and the ball field. The park is bounded on two sides by ditches.

2.23.1.4 **Poe Springs Park**

The work area will consist of all accessible areas within the park boundaries and 100 feet each way on the park side of the park entrance along NW 182nd Avenue Poe Springs Rd. The mowing area will consist of mowing around all building and pavilions and grass open spaces, both sides of the entrance road and park side of NW 182nd Avenue, The grass areas around the spring area and walkways, board walks, boat ramp and dock areas and the multi-use field.

2.23.2 **Quadrant #2**

2.23.2.1 **Lake Alto**

The work area consists of all accessible areas within the park boundary fence; the canal bank (to the water's edge) from the lake along the south side of the canal around the boat ramp and approximately 200 feet along the north side of the canal towards the lake; and both sides of the roadway, including ditches, from CR 1471 to the park.

2.23.2.2 **Santa Fe Lake**

The work area consists of both sides of the roadway running through the park from SR 26 to the boat ramp; the picnic areas on both sides of the boat ramp; all the area around the restroom; picnic area, parking area, and associated open areas on the west side of the park drive. The area around the mobile home security site is not included.

2.23.2.3 **Melrose Boat Ramp**

The work area consists of the area from the lake to the first intersection at Devonia Street. The work consists of mowing and trimming road shoulders, swales and boat ramp area; and from the end of the pavement to the river.

2.23.2.4 **Owens-Illinois**

The work area consists of all accessible areas (wooded & open) within the park boundaries including both sides of the paved roadway from the boat ramp to the east boundary line of the park; all of the south canal bank (to the water's edge) and the accessible portion of the north canal bank (to the water's edge). The area immediately around the mobile home security site is not included. The mobile home has been removed but the fenced area remains evident.

2.23.2.5 **Copeland**

The work area consists of all accessible areas within the park boundaries and the park side of the county road adjacent to the park and the multi-use ball field.

2.23.3 **Quadrant #3**

2.23.3.1 **Holden**

The work area consists of all accessible areas from the county road to the canal including road side ditches and canal banks (to the water's edge).

2.23.3.2 **Lochloosa**

The work consists of all accessible areas from the railroad to the lake, and the restroom and drain field to the fence line behind the building.

2.23.3.3 **Kate Barnes Boat Ramp formally known as M.K. Rawlings**

The work area consists of all accessible areas within the park boundary including the ditches along the park side of CR 325 continuous with the park; and the canal banks (to the water's edge). The parking area for the State Historic site is not included. There is a rewilding area on the North West quadrant of the park which is delineated by wood boundary posts every 200 feet.

2.23.3.4 **Grove Park**

The work areas consist of all accessible areas within the park boundaries including the multi-use ball field and both sides of the dirt road running along the north boundary of the park where the road is continuous with the park.

2.23.3.5 **Earl P. Powers**

The work area consists of all accessible areas from SR 20 to the lake and between the heavily forested areas including the road ditches on the park side of SR 20 continuous with the park, the canal banks (to the water's edge) and the parking islands.

2.23.3.6 **Cynthia Moore Chestnut Park and Clark Butler Nature Preserve**

The work area consists of mowing around all buildings, both sides of the entrance road, ball field open space areas and all retention basins.

2.23.4 **Quadrant #4**

2.23.4.1 **Squirrel Ridge**

The work area consists of all accessible area, including the open multi-use field within the park boundaries and south of SR 331 (Williston Road), and the west side of the entrance drive and parking area for the Meridian Behavioral Healthcare Center located on the east boundary of the park. The walking trails shall be edged quarterly to maintain the full width of the trail using best practices. The heavily wooded area on the west side of the park is not included, however the mowing area goes to five feet East of the tree trunk line.

2.23.4.2 **Veterans Park – Kanapaha**

The work area consists of all accessible areas within the park boundaries and the roadways adjacent to the continuous with the park along SW 75th Street and SW 41st Place. The grass areas around the Veteran's Memorial located in the center of the paved parking area of the park is-included. The soccer fields are not included. When mowing within 20 feet of the soccer fields all grass debris shall be aimed away from the fields at all times. The common area between the fields is not included in the mowing bid. The walking trails shall be edged quarterly to maintain the full width of the trail using best practices.

2.23.4.3 **Watermelon Pond**

The work area consists of all accessible areas within the park boundaries and 50 feet north of the park entrance on both sides of SW 250th Street.

2.23.4.4 **Jonesville Park**

The park consists of (87) acres but the work area will consist only of (48) acres to be mowed. The mowing area will consist of mowing around all buildings, overflow parking including the Cricket Field which are to be cut on the same schedule as the remainder of the park, walking trails – at least one pass on each side, both sides of the entrance road, and the park side of Highway 241 and 32nd Avenue. “Men at Work” signs shall be posted when working on right of ways. The vine hedge along the chain link fence on Highway 241 shall be trimmed back to 12 inches off the fence on a quarterly basis. When mowing within 20 feet of the soccer or baseball fields all grass debris shall be aimed away from the fields at all times. The common area between the fields is not included in the mowing bid. The walking trails shall be edged quarterly to maintain the full width of the trail using best practices.

3.0 **CHANGES TO ACREAGE MOWED**

Any changes by the County in the amount of acreage to be mowed in a park shall result in a corresponding change in the payment to the Contractor. The change in payment shall be based upon the cost per acre within this bid, [EXHIBIT A – Bid Form](#).

4.0 ALACHUA COUNTY PARKS BY APPROXIMATE ACREAGE FOR MOWING

Quadrant #1			
Section	Park	Approximate Mowing Acreage	Address
2.23.1.1	High Springs Boat Ramp	0.25	At the end of NW 210 th Lane, High Springs
2.23.1.2	Cellon Oak	4.0	4100 NW 169 th Place, Lacrosse
2.23.1.3	Monteocha	5.0	803 NW 192 nd Place, Monteocha
2.23.1.4	Poe Springs	30.0	28800 NW 182 nd Avenue, High Springs

Quadrant #2			
Section	Park	Approximate Mowing Acreage	Address
2.23.2.1	Lake Alto	13.0	17800 NE 134 th Place, Waldo
2.23.2.2	Santa Fe Lake	7.0	24500 NE SR 26, Melrose
2.23.2.3	Melrose Boat Ramp	0.25	At the end of Trout Street, Melrose
2.23.2.4	Owens-Illinois	12.0	11309 SE 16 th Avenue, Gainesville (Windsor)
2.23.2.5	Copeland	5.0	7020 NE 27 th Avenue, Gainesville

Quadrant #3			
Section	Park	Approximate Mowing Acreage	Address
2.23.3.1	Holden	1.5	9725 Holden Park Road, Hawthorne
2.23.3.2	Lochloosa	1.5	16204 SE 207 th Lane, Lochloosa
2.23.3.3	Kate Barns Boat Ramp <i>formerly M.K. Rawlings</i>	9.0	18800 S CR 325, Cross Creek
2.23.3.4	Grove Park	3.0	6300 SE 152 nd Street, Grove Park
2.23.3.5	Earl P. Powers	7.0	5910 SE Hawthorne Road, Gainesville
2.23.3.6	Cynthia Moore Chestnut Park and Clark Butler Nature Preserve	11.0	2315 SE 35 th Street, Gainesville

Quadrant #4			
Section	Park	Approximate Mowing Acreage	Address
2.23.4.1	Squirrel Ridge	14.0	1603 SW Williston Road, Gainesville
2.23.4.2	Veterans Memorial Park at Kanapaha	24.0	7400 SW 41 st Place, Gainesville
2.23.4.3	Watermelon Pond	3.0	10700 SW 250 th Street, Newberry
2.23.4.4	Jonesville Park	48.0	14100 NW 32 nd Avenue, Jonesville

PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- [Bid Form](#) (Remember to fill this form out completely) THIS FORM MUST BE SIGNED.
- Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- Fill out all of the exhibits as required, especially [Exhibit D](#), Small Business Enterprise (SBE) Program Participation Form and [Exhibit E](#) Alachua County Government Minimum Wage (GMW) Form.
- Include any insurance requirements.
- Include any bonds that may be applicable.
- Remember to post your Bid on [DemandStar](#) prior to the submittal deadline.

If you have questions concerning these items or other, sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.

EXHIBIT A

BID FORM

BID: 22-175 Annual Lawn Maintenance for County Parks

E-BID OPENING DATE: 2:00 pm, Wednesday, June 23, 2021

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Section #	QUADRANT #1	Bid Amount Per Mowing
2.23.1.1	High Springs Boat Ramp	\$
2.23.1.2	Cellon Oak	\$
2.23.1.3	Monteocha	\$
2.23.1.4	Poe Springs Park	\$
Quadrant #1 Total		\$
Cost per Acre (Section 3.0 Changes to Acreage Mowed)		\$

Section #	QUADRANT #2	Bid Amount Per Mowing
2.23.2.1	Lake Alto	\$
2.23.2.2	Santa Fe Lake	\$
2.23.2.3	Melrose Boat Ramp	\$
2.23.2.4	Owens-Illinois	\$
2.23.2.5	Copeland	\$
Quadrant #2 Total		\$
Cost per Acre (Section 3.0 Changes to Acreage Mowed)		\$

BID FORM (CONTINUED)

BID NUMBER: 22-175: Annual Lawn Maintenance for County Parks

Section #	QUADRANT #3	Bid Amount Per Mowing
2.23.3.1	Holden	\$
2.23.3.2	Lochloosa	\$
2.23.3.3	Kate Barnes Boat Ramp – formerly known as M.K. Rawlings	\$
2.23.3.4	Grove Park	\$
2.23.3.5	Earl P. Powers	\$
2.23.3.6	Cynthia Moore Chestnut and Clark Butler Nature Preserves	\$
Quadrant #3 Total		\$
<u>Cost per Acre (Section 3.0 Changes to Acreage Mowed)</u>		\$

Section #	QUADRANT #4	Bid Amount Per Mowing
2.23.4.1	Squirrel Ridge	\$
2.23.4.2	Veterans Park – formerly known as Kanapaha	\$
2.23.4.3	Watermelon Pond	\$
2.23.4.4	Jonesville Park	\$
Quadrant #4 Total		\$
<u>Cost per Acre (Section 3.0 Changes to Acreage Mowed)</u>		\$

Grand Total all Quadrants #1-4	\$
---------------------------------------	----

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

EXHIBIT B

(Insert Name of Corporation)

**CORPORATE RESOLUTION
GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of _____, a

(insert name of company)

_____ corporation (the “Corporation”), at a duly and properly

(insert state of incorporation)

held meeting on the _____ day of _____, 20____, did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of _____ and is authorized to do business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME

TITLE

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this _____ day of _____, 20____, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By:_____

(Print Secretary's Name)

EXHIBIT C

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: _____ Date: _____

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: _____ Date: _____

EXHIBIT D

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: 22-175 Annual Lawn Maintenance for County Parks

OPTION 1

I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.

Circle One:

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to Option 2).

OPTION 2

I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.

Circle One:

Yes (If yes, complete and sign the last page of this Exhibit)

No (If No, proceed to Option 3.)

EXHIBIT D

BID NUMBER: 22-175 Annual Lawn Maintenance for County Parks

OPTION 3

SBE Participation. I certify that our Company has contacted the Alachua County’s Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the [Alachua County Small Business Enterprise Directory](#).

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, “a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind.”

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort.

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

EXHIBIT D

BID NUMBER: 22-175 Annual Lawn Maintenance for County Parks
OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **should have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Article 11, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

SBE Response when contacted: _____

EXHIBIT D

BID NUMBER: 22-175 Annual Lawn Maintenance for County Parks

I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):

OPTION 1 OPTION 2 OPTION 3 OPTION 4

If you are unable to certify that, you have completed to the best of your knowledge and belief OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.

Vendor Name: _____ Date: _____

Signature: _____ Title: _____

Printed Name: _____

EXHIBIT E

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

BID 22-175 Annual Lawn Maintenance for County Parks

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Code.

Please mark the appropriate box below that applies to how you pay your employees:

- Employees involved with Alachua County projects are paid a minimum of **\$15.00** hourly or the current prevailing wage and are provided health benefits?

- Employees involved with Alachua County projects are paid a minimum of **\$17.00** hourly or the current prevailing wage but are not provided health benefits?

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

EXHIBIT F

DRUG FREE WORKPLACE

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned vendor in accordance with §287.087, Florida Statute hereby certifies that

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

EXHIBIT G

Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: 22-175 Annual Lawn Maintenance for County Parks

This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit D.

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

If additional space is required for your subcontractor listing, make copies of this **Exhibit G** and submit with you bid package.

EXHIBIT H

BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

Will you subcontract any part of this work: Yes No

If so, give details:

List all major equipment which will be available upon commencement of the agreement to perform the required service: _____

Do you currently hold any municipality contracts: Yes No

If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: _____ Phone: _____

Contact Person: _____

2) Firm: _____ Phone: _____

Contact Person: _____

3) Firm: _____ Phone: _____

Contact Person: _____

Are your employees screened by: (indicate below)

1) Polygraph

2) General Interview

3) Background Investigation

4) Police Record Check

5) Additional

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes _____ No _____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe below, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: _____ AUTHORIZED SIGNATURE: _____

EXHIBIT I

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between Alachua County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

SIGNED: _____ DATE: _____

EXHIBIT J

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

Department Contact: **John Morris**
Department: **Parks & Open Space**
Phone: **352.548.1219**
Email: **jmorris@alachuacounty.us**
Bid: **22-175 Annual Lawn Maintenance for County Parks**