



TOWN OF WINDERMERE

REQUEST FOR PROPOSALS

**RFP: #2018-01 Citrus Grove Care &
Maintenance Services**

RESPONSES ARE DUE BY 3:00 PM April 12, 2018

MAIL OR DELIVER RESPONSES TO:

ATT: Scott A Brown, Public Works Director
614 Main St.
Windermere, FL 34786

CONTACT:

Scott A Brown, Public Works Director
614 Main St.
Windermere, FL 34786
Phone: (407) 876-6480, Fax (407) 876-0103
Email: sbrown@town.windermere.fl.us

RFP #2018-01 Citrus Grove Care & Maintenance Services

1. OVERVIEW

The Town of Windermere is soliciting qualifications and bids from citrus care and landscaping vendors to provide weekly, on-going quality all-inclusive care and maintenance to citrus trees, top-cut grass mowing, trimming and grounds maintenance in an area 160 feet wide by 167.5 feet long, located at and known as a portion of 620 Main Street, Windermere Florida, 34786 and shown on the attached map. Vendor shall furnish all labor, materials and equipment necessary to complete assignment. Also included is a onetime plantings/replacement of 7 citrus trees.

It is the intent of the Town to award on a weekly basis with the selection of a Primary and Secondary Vendor, where Primary gets first opportunity. If the Primary Vendor is unavailable/unable to provide service in the manner as required by the Town or to meet the scheduling requirements as listed in the RFP, the Secondary will be utilized. Repeated failure by either Vendor to meet the scheduling needs of the Town may result in the contract termination.

CONTRACT PERIOD: The terms of this agreement shall be effective for one (1) year from the date of award (estimated to be May 8, 2018). The agreement may be extended by mutual agreement for an additional two (2) year period with the option to negotiate pricing, terms and conditions. The Town of Windermere will notify the vendor in writing ninety (90) days or more prior to the expiration of the agreement as to its intent to renew the agreement.

Vendors interested in providing these service are instructed to submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (CD: PDF Format) of their qualifications and pricing pertinent to the scope of work prior to 3pm Eastern Standard Time, April 12, 2018, to the attention of Scott A Brown, Public Works Director, 614 Main St. Windermere, FL 34786. Qualification documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, or take any other such actions that may be deemed to be in the best interest of the Town of Windermere. The Town of Windermere is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

2. SUBMISSION REQUIREMENTS

Bidders are invited to submit qualifications documents to the Town of Windermere RFP #2018-01 Citrus Grove Care & Maintenance Services.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at www.town.windermere.fl.us or from Demand Star www.demandstar.com. All questions pertaining to this Request For Proposals (RFP) should be directed, in writing, to Scott A Brown, Public Works Director 614 Main St. Windermere, FL 34786, by facsimile (407) 876-0103, or by email sbrown@town.windermere.fl.us. Any addenda to this RFP shall be made on the Town web site and Demand Star. It is the sole responsibility of those submitting an RFP to check these sites for addendums. These questions are due by March 27, 2018. Final addenda will be posted by March 30, 2018.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP #2018-01 "Citrus Grove Care & Maintenance Services" addressed and delivered to:

Att: Scott A Brown, Public Works Director
614 Main Street
Windermere, FL 34786

All qualifications must be received by Scott A Brown before 3:00pm April 12, 2018. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere reserves the right to reject any and all proposals, to waive informalities in any or all qualification documents, to re-advertise for RFP's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Town of Windermere.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

3. CALENDAR OF EVENTS

All times listed in the calendar of events is Eastern Daylight Time

Request for Qualifications Advertised	March 9, 2018
Technical Questions Due To Town (Written)	March 27, 2018
Responses to Questions Due from the Town	March 30, 2018
Proposals Due to the Town	April 12, 2018
Short List Presentations (if necessary)	April 2018
Contract Negotiated with Town	April-May 2018
Council Approval of Qualified Vendor	May 2018

- The Town reserves the right to alter scheduled dates if necessary

4. INSTRUCTIONS TO RESPONDENTS

4.01 Description

Town of Windermere is seeking bids from qualified vendors to provide qualifications and bids from citrus grove and landscaping vendors to provide weekly, on-going all-inclusive care and maintenance to citrus trees, top-cut grass mowing, trimming and grounds maintenance in an area 160 feet wide by 167.5 feet long, located at and known as a portion of 620 Main Street, Windermere Florida, 34786 and shown on the attached map.

4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

4.03 Disqualification of Respondents

1. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work
2. **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 response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
3. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
4. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

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5. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:
 - a. Any person or person's representative seeking an award from such competitive solicitation; and
 - b. Any Town Council Member or any Town staff authorized to act on behalf of the Council to award a particular contract (Selection Committee Member, etc)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Council if requested, and protest hearings.

The provisions of this section shall terminate at time of award of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

4.04 EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or 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 Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the Public Works Director in writing prior to the Response Question Due Date.

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4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before March 30, 2018 will be given consideration. Any changes or interruption will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site www.town.windermere.fl.us. Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFP will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFP.

4.06 GOVERNING LAWS AND REGULATIONS

The Respondent 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 including grant award terms for all grants to which a respondent may apply on behalf of the Town.

4.07 SIGNATURE OF RESPONDENT

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

4.08 COST OF PROPOSAL

The Town of Windermere assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting firm or team of firms.

5. SCOPE OF SERVICES

PROJECT SCOPE

The Town of Windermere is seeking to contract with a qualified and proven vendor to provide all labor, materials, personnel and equipment needed to provide weekly, on-going all-inclusive proper care and maintenance to the citrus trees, top-cut grass mowing, trimming, grounds and irrigation maintenance in an area 160 feet wide by 167.5 feet long, located at and known as a portion of 620 Main Street, Windermere Florida, 34786 and shown on the below map.

Within 30 days from the date of the awarded contract, the vendor shall, furnish, prepare the ground (by either removing a previously planted citrus tree or otherwise), deliver, install and plant to industry standards 7 live citrus trees from a licensed nursery. Each tree shall be 3 – 5 years of age when installed and one (1) tree from each of the following, or reasonably close, variety; 1. Naval Orange; 2. Ruby Red Grapefruit; 3. Murcott/Honey Tangerine; 4. Meyer Lemon; 5. Blood Orange; 6. Dancy Tangerine; 7. Dunken White Grapefruit. This timeframe shall also include any existing irrigation that may need adjusted and/or repaired.

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Services will include the following to the extent approved by the Town Council and/or Town Manager

GENERAL

1. **License/Certification:** Bidder must list on the Price Sheet their current occupational license (business tax receipt) for the municipality in which they are registered. Bidder shall also list any other licenses/certifications which are not required but may be relevant to services listed herein, such as arborist, horticulturalist, pesticide, M.O.T., nursery, etc. The lowest, most responsive bidder shall submit copies of all licenses/certifications listed within five (5) business days' notice.
2. **Maintenance of Traffic:** Vendor will be responsible for all traffic control per FDOT specifications. If any work that requires M.O.T. is done on Town owned roadways, a M.O.T. certified employee will be required on site.
3. **Compliance:** Vendor shall comply with the most current revision of A.N.S.I. Z-133.1 and A300, Standard for Tree Care Operations for pruning, trimming, and removal of trees.
4. **Communication:** Vendor's staff working on site shall be equipped with a cell phone or smart phone; cell phone and smart phone numbers must be kept up to date and any changes must be IMMEDIATELY communicated to the Town Public Works Department for distribution to Town departments. In the event that the awarded Vendor can begin work at the time of the site visit, Vendor's authorized representative must have the estimate forms with them at all times so that authorized Town staff can approve work in writing before work begins. Vendor's owner/authorized representative must be equipped with the technology capable of receiving email outside of the office
5. **Work Hours:** All services shall be performed between the hours of 7:00 a.m. and 6:00 p.m. Monday – Friday, unless otherwise approved by the Town.
6. **Non-Emergency Response Time:** Vendor shall return phone calls/emails request for non-emergency work within 24 business hours of the phone call/email from the town representative. Vendor will then have no more than three (3) business days to visit the site and provide an estimate for work to be performed. **From the time estimate is approved, vendor will have seven (7) calendar days to finish the job. This includes site clean-up and hauling.**
 - These response time requirements may be waived by the individual Town representative, in writing (email or fax or work/correspondence log maintained by department representative).

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- If the primary vendor cannot meet the above time frames, the secondary vendor will be contacted. Repeated failure to meet the time frames as listed may result in contract termination.
7. **Estimate Preparation:** The Town may make exceptions to this process in case of emergencies. Deviations from the estimate/quote submittal process are at the Town's discretion.
- The Vendor shall be given a scope of work for each project and shall be required to visit the site. To expedite estimate preparation, the Town may elect to provide the vendor with emailed photos of the site in lieu of a site visit. It is the Vendor's responsibility to ensure they have all the information to prepare accurate estimates/quotes.
 - The Vendor's estimate/quote to the Town for completing the work shall include the number of day/hours to complete the work and the total price to complete the work. The Vendor should outline in their estimate/quote specific information including: 1) the bid rate for the care and maintenance of the citrus trees and lawn; 2) if applicable, the hourly rate, the estimated number of hours, and the description of hourly work needed (irrigation repair, emergency, etc.); 3) any discounts off of the bid rates offered for the project on a case-by-case basis; 4) THE NAME OF THE TOWN STAFF PERSON WHO AUTHORIZED THE WORK WITH THE VENDOR; 5) and the permits cost, if applicable.
 - The Estimate/quote provided shall be firm; no increased will be permitted or approved unless unforeseen circumstances arise. If, during performance of the work, additional work is determined to be required, a written proposal must be provided to the Town for approval before any additional work is performed.
 - If the Vendor fails to submit estimates on the more than three (3) occasions, the agreement may be considered in default, and no further estimates shall be requested from the contractor under this RFP.
 - The Town reserves the right to disapprove the estimate/quote and shall have no obligation to issue a Purchase Order for the work.
8. **Right to Request Quotes:** The Town reserves the right to quote with both the Primary and Secondary awarded vendors and award to the lowest, most responsive quote for any of the following reasons:
- At the Town's discretion for large, complex projects whose estimates value exceeds \$5,000, where the Town wishes to have the vendors offer special project discounts off their rates bid;
 - At the Towns' discretion when the Town requires a specialized type of employee or equipment that the Primary vendor does not have readily available;

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9. **Site Clean Up:** The Awarded vendor shall clean up the site to include removal and disposal of all debris at the end of each day's operation unless otherwise approved by the Town. Vendor shall remove grass cuttings, small twigs, chips, leaves, trunks, and limbs from the street, parking lot, and sidewalks. All sites are to be restored to equal or better pre-work condition prior to service. Vendor is responsible for the Solid Waste disposal fees or other governmental/municipal fees.

SCOPE OF WORK

10. Citrus Grove Care

- All Services listed shall include equipment, labor, materials, travel, overhead, etc.
- All tree and lawn care operations and services shall conform with the latest industry standards and/or guidelines as set forth by the University of Florida IFAS Extension Services.

15. Maintenance Service

- All Services listed shall include equipment, labor, materials, travel, overhead, etc.
- All tree and lawn care operations and services shall conform with the latest industry standards and/or guidelines as set forth by the University of Florida IFAS Extension Services.

6. SPECIAL CONDITIONS

LAW COMPLIANCE

The vendor shall not do or keep anything on Town rights-of-way or on Town property which will in any way conflict with any law, ordinance, rule, or regulation which may or hereafter be enacted or promulgated by any governing public authority or create a safety hazard, nuisance, or in any way obstruct or interfere with the rights of others, except as reasonably required in the performance of the obligations and functions there under, or commit or suffer to be committed any waste or use that is improper, immoral, or unlawful. The vendor shall perform obligations and functions in the compliance with the applicable laws of the United States, State of Florida, Orange County, Town of Windermere, any rules, regulations or directives of any agency thereof. Any violations of this provision will be deemed by the Town to be default of the agreement.

PERMITS

It will be the Vendors responsibility to obtain any necessary permits required to provide any service. These permits shall be readily available for review by the Town. In addition,

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a copy of issued permit should be provided to the Town for their records. The Town will be responsible for reimbursing the Vendor for the permit fees. Permits needed for a specific project should be clearly stated as a separate line item on all quotes and invoices; the contractor shall not mark-up permit fees. If necessary, the Town may request a copy of the permit receipt before reimbursement occurs. The Town may elect to pull its own permits in the interest of time and/or cost savings.

WORKERS COMPENSATION

All vendors are required to carry Workers' Compensation insurance, regardless of the number of workers, when performing work for the Town. Coverage shall be for all employees directly or indirectly engaged in work on the project in this document, with limits of coverage as required by State Law. **Awarded vendor is to provide or obtain all required insurance coverage in accordance with the attached Indemnification & Insurance Form within five (5) business days' notice of intent award.**

Bidders of joint venture or of multiple business association shall not be accepted and shall be automatically rejected. There shall be **no subcontracting** of any service in this agreement.

REFERENCES

- a. Bidder must have at least five (5) years of verifiable, commercial citrus and landscaping service experience per reference check form.
- b. Bidder shall provide a minimum of three (3) (maximum of five (5)) references of verifiable commercial accounts that have been serviced by the bidder company that demonstrates services are currently being performed without complaint, and the Bidder's ability and willingness to resolve customers' complaints is handled expeditiously and professionally. References must be included to reflect this in order to be considered for an award. Information shall include: contact person (i.e., owner, director, supervisor, or manager) including telephone numbers, fax numbers, email address, address, contract date period, and any contract terminations. This information must be accurate and complete in order to be considered for an award to prove that the Bidder is providing service to a satisfactory standard. Written references cannot be substituted.
- c. Bids will only be considered from companies normally engaged in providing the type of service specified herein. The Town reserves the right to inspect the vendor's facilities, equipment, personnel, and organization at any time or to take any other action necessary to determine the vendor's ability to perform. The Town reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform, at the sole and absolute discretion and opinion of the Town.

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PROTECTION OF PROPERTY/SECURITY

- a. The awarded vendor shall take all necessary precautions to protect property, personnel and the public.
- b. The awarded vendor shall notify the requesting department in writing of the site having pre-existing damage to irrigation systems, fences, structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc. before beginning work.
- c. The awarded vendor shall at all times guard against damage or loss to property of the Town of Windermere, the public, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage in a manner acceptable to the owner. If the vendor cannot immediately rectify any loss or damage, the vendor must provide a temporary solution acceptable to the Town of Windermere and, if applicable, the Property Owner on the same day damage occurs, before leaving the site. A permanent replacement or repair to the loss or damage in a manner acceptable to the Town and the Owner must be made as soon as possible, but no more than **FIVE (5) days after the initial damage (unless otherwise approved by the Owner)**. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for the loss or damage to property through negligence of the awarded vendor or their agent.
- d. The awarded vendor shall at all times guard against injury to Town of Windermere employees, the public, and its staff. The awarded vendor shall be solely and completely responsible for the initiating, maintaining, and supervising all safety precautions and shall provide the necessary protection to prevent injury to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.
- e. The awarded vendor shall at all times protect all utilities from damage and shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims of damage due to this operation. The vendor shall make arrangements with the utility for removal of necessary limbs and branches which may conflict or create a personal injury hazard on the removal of a tree. The Vendor is responsible to have all underground utilities located, if necessary, before any work begins.

7. FEES FOR SERVICES

7.01 Price Sheet

Bidder must submit cost for the Citrus Grove Care & Maintenance Services. Prices shall be itemized and submitted as described and outlined on the Price Sheet.

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PRICE SHEET

VENDOR NAME _____

Cost for the Citrus Grove Care & Maintenance Services for a one (1) year period (invoiced in 12 equal monthly payments), to include all labor, materials and equipment; Plus a one (1) time (invoiced at time of services rendered), all-inclusive fee to deliver, install and plant the 7 citrus trees, and all work outlined in the Scope of Services section of this document.

SECTION I: Citrus Grove Care & Maintenance Services at a Yearly Rate:

Item#	Description	Rate	

SECTION II: Deliver, Install and Plant Seven (7) Citrus Plants, Existing Irrigation Adjustments and/or Repairs, as described in the Scope of Services, One Time Charge and Completed Within 30 Days of Award of Contract:

Item #	Type of Tree (s)	Irrigation (if Needed)	Rate
1			

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PRICE SHEET Continued

Business Tax Receipt or Occupational License: _____

Arborist Name and (SO/ISA) Number: _____

MOT Certification (s) **Yes / No (circle)**

Other Licenses/Certifications that may be applicable: _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for RFP #2018-01 / Citrus Grove Care & Maintenance Services.

VENDOR NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ **DATE** _____

TELEPHONE # _____ **FAX #** _____

CELL PHONE # _____

EMAIL _____

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EQUIPMENT LIST

The following equipment shall be utilized to complete the Scope of Services for RFP #2018-01 (include type & quantity of mowers, saws, trimmers, trucks, dump truck, flatbed truck, etc.). All equipment safety devices are to be properly maintained and meet all OSHA standards at all times while the equipment is in use.

QTY	ITEM DESCRIPTION	MAKE	MODEL	YEAR	CONDITION Exc./Good/Poor

Indicate by asterisk (*) equipment Bidder intends to purchase in order to perform the work, is awarded.

VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____

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EMPLOYEE LIST

The following employees are employed and available to complete the Scope of Services for RFP # 2018-01.

JOB DESCRIPTION	QUANTITY	YEARS OF EXPERIENCE	SPECIALIZED CERTIFICATIONS (Please list)
Certified Arborist (s)			
Foreman / Lead (s)			
Grounds Person (s)			
Laborer (s)			
Supervisor (s)			
MOT Certification (s)			
Pesticide Certifications			

VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____

8. EVALUATION/PROPOSAL FORMAT

Qualification documents will be evaluated on the basis of Scope of Services listed.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in tree trimming services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All qualification documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2018-01 Citrus Grove Care & Maintenance Services to facilitate effective evaluation by the Town, qualification documents shall be limited to 25 pages. MBE/WBE/DBE certificate(s), other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References
4. Service and citrus tree care approach
5. Required Forms
 - a. Response Cover
 - b. Completed Price Sheet
 - c. Completed Equipment List
 - d. Completed Employee List
 - e. Hold Harmless Agreement
 - f. Certificate of Insurance
 - g. Non Collusion Affidavit
 - h. Drug Free Workplace Form

9. INDEMNIFICATION AND INSURANCE

9.01.1 Indemnification and Hold Harmless

The Town shall be held harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents.

The Respondent agrees to indemnify the Town and pay the cost of the Town's legal defenses, including fees of attorneys as may be selected by the Town, for all claims described in the hold harmless clause herein. Such payment on behalf of the Town shall be in addition to any and all other legal remedies available to the Town and shall not be considered to be the Town's exclusive remedy.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

It is agreed by the parties hereto that specific consideration has been received by the Respondent/Vendor under the agreement for this hold harmless/indemnification provision.

9.01.2 Insurance Requirements

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the Town, until final acceptance by the Town of all products or services covered by the RFP or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Complete Operations, Personal Injury, Contractual Liability covering this RFQ/contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

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RESPONSE TO: RFP # 2018-01 Citrus Grove Care & Maintenance Services
Scott A Brown, Public Works Director
614 Main Street, Windermere FL 34786

I acknowledge receipt of any/all Addenda: _____

I have included:

- Price Sheet
- Equipment List
- Employee List
- Service and Citrus Tree Care Approach
- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form
- References

Mailing Address:

_____ TELEPHONE _____

_____ FAX: _____

_____ DATE _____

By signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____ My
Commission Expires _____

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HOLD HARMLESS AGREEMENT

I _____ (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

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NON-COLLUSION AFFIDAVIT

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice for calling for qualifications for Citrus Grove Care and Maintenance Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition.

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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 an employee 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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.

Signature of Respondent

Witness