

REQUEST FOR PROPOSALS

20. Award RFP-4265-06/GGM – Performance Work Statement for Utilities Mowing, Landscape and Maintenance Services, to Ott Landscape Maintenance, Inc., Deland (Term Contract).

RFP-4265-06/GGM will provide landscape maintenance services for the complete care of trees, shrubs, ground covers, lawn areas, and the sixteen (16) water and wastewater facilities locations mentioned in the RFP documents. All sites shall be cleared of trash and debris through out the entire mowing sites.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Evaluation Committee which consisted of Jack Cheney, Environmental Services Department; Ruth Hazard, Environmental Services Department and Chris Reeves, Environmental Services Department, evaluated the submittals. The evaluation was based on the management and technical approach, past performance of the firms and the proposed cost to the County to provide the required services.

The Evaluation Committee recommends award of the contract to the most responsive, responsible proposer, Ott Landscape Maintenance, Inc., Deland. Authorization for performance of services by the selected Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take place on the date of their execution by the County and shall run for a period of one (1) year and, at the sole option of the County, may be renewed for eight (8) successive one (1) year periods. The estimated annual usage of this agreement is \$115,000.00.

Environmental Services Department and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4265-06/GGM
RFP TITLE: Performance Work Statement for Utilities Mowing
Landscape and Maintenance Services
DUE DATE: March 22, 2006, at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

Response 1	Response 2
Cato Environmental Services P.O. Box 951556 Lake Mary, Florida 32795-1556 (407) 804-0306 / (407) 402-3762 Phone (407) 804-0360 – Fax Lara Cato	Ott Landscape Maintenance, Inc. 1413 Hontoon Road Deland, Florida 32720 (386) 734-8272 – Phone (386) 734-8272 – Fax James C. Ott
Conflict of Interest Statement: Included	Conflict of Interest Statement: Included
Proposer's Certification: Included	Proposer's Certification: Included
Compliance with Public Records: Included	Compliance with Public Records: Included
Acknowledgement of Addenda : 2 of 2	Acknowledgement of Addenda: 2 of 2
Past Performance Information: Included	Past Performance Information: Included
Monthly Cost: \$38,109.60 (revised)	Monthly Cost: \$8,375.00
Yankee Lake RIB Tilling – 5 ponds \$350.00/ per pond	Yankee Lake RIB Tilling – 5 ponds \$100.00/ per pond
Greenwood Lakes RIB Tilling – 9 ponds \$250.00/ per pond	Greenwood Lakes RIB Tilling – 9 ponds \$75.00/ per pond

The evaluation criteria is as follows:

- Fees and Expenses
- Past Performance
- Management Approach
- Technical Approach

Posted: 3/22/2006 (4:00 PM) by Gladys Marrozos
BCC for award: 4/25/2006 (Posted 3/29/2006)

Recommendation of Award: Ott Landscape Maintenance, Inc.

(RFP-4265-06/GGM)
(Performance Work Statement for Utilities Mowing, Landscape and Maintenance Services)

Ranking of Proposals

	<i>Jack Cheney</i>	<i>Ruth Hazard</i>	<i>Chris Reeves</i>	(Name)	(Name)	(Name)	TOTAL POINTS	RANKING
<i>Cato Environmental Services</i>	2	2	2				6	2
<i>Ott Landscape Maintenance, Inc.</i>	1	1	1				3	1

The Evaluation Committee recommends OTT Landscape Maintenance for award of this project.

Chris Reeves
(Name)

Jack Cheney
(Name)

Ruth Hazard
(Name)

Chris Reeves

Jack Cheney

Ruth Hazard

TERM CONTRACT FOR LANDSCAPING MAINTENANCE SERVICES (RFP-4265-06/GGM)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **OTT LANDSCAPE MAINTENANCE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1413 Hontoon Road, DeLand, Florida 32720, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide landscaping maintenance services for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide landscaping maintenance services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services/materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services/materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for eight (8) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time speci-

fied therein/.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for landscaping maintenance services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee" basis, the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at

the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to

this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services

under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret

and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt request-

ed, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONTRACTOR:

Ott Landscape Maintenance, Inc.
1413 Hontoon Road
DeLand, FL 32720

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

OTT LANDSCAPE MAINTENANCE, INC.

Secretary
(CORPORATE SEAL)

By: _____
JAMES C. OTT, President
Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
RAY HOOPER, Purchasing Manager

Date: _____

For the use and reliance
of Seminole County only.

As authorized by Section 330.3,
Seminole County Administrative
Code.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
3/30/06
Rfp-4265

Attachments:

- Exhibit "A"- Scope of Services and Price Schedule
- Exhibit "B"- Sample Purchase Order
- Exhibit "C"- Inspection Form

EXHIBIT A

SUBMIT PROPOSALS TO:	REQUEST FOR PROPOSALS
Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771	and Proposer Acknowledgment
Attn.: PURCHASING DIVISION	RFP-4265-06/GGM
Contact: Gladys Marrozos 407-665-7110- phone 407-665-7956- fax gmarrozos@seminolecountyfl.gov	Performance Work Statement for Utilities Mowing, Landscape and Maintenance Services
Mandatory Pre-Proposal Meeting	Location of Mandatory Pre-Proposal Meeting:
Date: February 21, 2006 Time: 8:30 A.M. Cut off time for attending meeting is 8:45 A.M.	Yankee Lake 501 Yankee Lake Road Sanford, Florida 32772
Proposal Due Date: March 22, 2006	Location of Public Opening:
Proposal Due Time: 2:00 P.M.	County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: OTT LANDSCAPE MAINTENANCE, INC.	Federal Employer ID Number or SS Number: 20-0176025
Mailing Address: 1413 Hontoon Road	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: DeLand, FL 32720	<i>X James C. Ott</i> Authorized Signature (Manual)
Type of Entity: (Circle one)	Typed Name: James C. Ott
<input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship Joint Venture	Title: President
Incorporated in the State of: Florida	Date: March 20, 2006
Telephone Number: 386-734-8272	
Toll Free Telephone Number: (800)	
Fax Number: 386-734-8272	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 1 – General Description of Services

Seminole County is currently soliciting proposals for a term contract for landscape maintenance services for 16 locations throughout the county. The successful Contractor will be responsible for furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the complete care of trees, shrubs, ground covers, lawn areas, and the sixteen (16) locations mentioned in the RFP documents shall be cleared of trash and debris through out the entire mowing sites.

The County anticipates that the landscape maintenance services shall be of the very highest quality possible. All work to be performed, such as pruning, mowing, weeding, edging, spraying, and trash removal shall be strictly managed and executed by experienced personnel.

Award – Fee Incentive

To promote excellent landscape maintenance services, the County will offer the Contractor the opportunity to earn an additional five (5) year of contract term. This action will occur if certain performance thresholds are met. If seventy-five percent (75%) of the Contractor's monthly inspections, during the initial five (5) year period, are scored at 85% or higher, as outlined by the *Performance Work Standards* in Section 6.0 of the RFP documents, the County will grant the Contractor an additional five (5) year contract term.

Locations	Estimated Acreage
302 Lift Station	0.59
Southeast Regional Water Treatment Plant Remote Well	0.16
Southeast Regional Water Treatment Plant	40.18
Derbyshire Water Treatment Plant	0.38
Dike & Dodd Road	0.64
Greenwood Lakes Power Easement	2.02
Greenwood Lakes Reuse Site	42.88
Kewanee Lift Station	0.44
Lake Hayes Water Treatment Plant	6.06
Sanford Waste Water Treatment Plant	8.86
Talbot Lift Station	5.22
Timacuan Lift Station	0.17
Tuskawilla Water Treatment Plant	0.66
Yankee Lake Waste Water Treatment Plant	0.37
Morning Glory Lift Station	0.17
Yankee Lake Spray Field	103.01
Yankee Lake RIB Tilling	
Greenwood Lakes RIB Tilling	
Estimated Acreage Total:	216.81

Addresses of these locations will be provided to companies at the mandatory Pre-Proposal meeting. Visits to these sites will be arranged by each individual company.

Section 5 – Scope of Services

5.1 – GENERAL:

Scope of Work:

- A. The work specified in this Section consists of furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the complete care of trees, shrubs, ground covers, lawn areas, and entire sites shall be cleared of trash and debris through out the entire mowing sites.
- B. The Contractor shall provide supervised staff to complete the lawn maintenance duties as outlined in the Contract. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time. County should have easy access to Contractor by cell phone, pager and / or internet services.

Quality Assurance:

- A. The selection of materials and the execution of all operations required shall be subject to the approval of the County. The Contract Administrator or designee and the Contractor shall make weekly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.
- B. The Contractor is hereby made aware that County anticipates that the landscape maintenance at the designated site(s) shall be of the very highest quality possible. All work to be performed, such as pruning, weeding, edging, spraying, policing, shall be strictly managed and executed by experience personnel.

Submittals:

- A. The Contractor shall provide the County with a complete and detailed maintenance schedule for each site, which specifically outlines the maintenance procedures to be performed at daily, weekly, monthly, and annual intervals. Any changes to original schedule have to be approved by Contract Administrator or designee.
- B. Contractor is responsible for a numbered service ticket for each location. These tickets need to be signed weekly by the Contract Administrator or designee and a copy is given to the Contract Administrator or designee.

Warranty:

- A. In the event that performance of the Contractor should fail to satisfy the expectations and standards set forth in the Contract, the County reserves the right to obtain others to perform such duties at the expense of the Contractor.

5.2 – PRODUCTS:

Insecticides and / or herbicides: The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

Irrigation Equipment: All replacement irrigation equipment shall be equal to the parts or equipment being replaced. All valve boxes and sprinkler heads need to be cleared of growth.

5.3 – EXECUTION

Pruning:

- A. All trees shall be pruned or thinned periodically to adequately maintain vigor, health, and attractive shape with respect to the intended character of the plant.
- B. Trees shall be pruned during winter months to remove diseased, dying or dead branches, crossing branches, low hanging branches, or any branches that may propose a safety hazard, or affect the ability to perform the services called in the RFP.
- C. Pruning shall include all of the following:
 - 1. Dead, dying, or unsightly parts of trees
 - 2. Nuisance growth that interferes with view, traffic, signage, walks, lighting or sprayheads
 - 3. All branches, dead wood and cutting shall be removed from the site at the time of pruning and disposed of in an acceptable manner.
 - 4. All lawn, tree, and shrub areas damaged by pruning equipment shall be replaced at the expense of the Contractor and at no additional cost to the County. All lawn, tree, and shrub areas damaged by pruning equipment shall be replaced at the expense of the Contractor and at no additional cost to the County.

Edging and Trimming:

- A. The Contractor shall neatly edge and trim around all plant beds, curbs, fences, walks, streets, trees, plants, shrubs, lighting, well pumps, building areas, and all other obstacles within the landscape.
- B. Mechanical edger may be used for edging provided shapes and configurations of plant beds shall be maintained as installed.
- C. A clean trenched line shall be provided between grass and mulched areas. Care shall be taken not to injure trunks of trees or plants.
- D. Damaged to property or vegetation caused by improper trimming or edging shall be repaired by the Contractor at no additional cost to the County.

Policing:

- A. Before mowing the site, the area should be policed, including parking areas, sidewalks, roadways, retention ponds or lawn areas to ensure compliance in all areas.
- B. All debris and litter, collected during policing operations, shall be removed from the site by the Contractor.
- C. All storm drains, ditches, culverts, etc.; within the limits of work will be kept free of litter which would obstruct proper water flow.
- D. Blowers may be used by the Contractor to clear streets, sidewalks, curbs and parking areas of organic matter caused by the Contractor's maintenance operations unless prohibited by the local ordinances.

Weed Control:

The Contractor shall employ mechanical or chemical measures to ensure that weeds or undesirable grasses do not encroach up on any lawns or mulched areas including: curbs, walks, streets, lighting, building areas, and all other obstacles within the landscape.

Mowing:

- A. Mowing wet grass shall be avoided when possible.
- B. All St. Augustine and Bahia grass lawns areas shall be mowed to a minimum height of four inches (4"), not to exceed eight inches (8"), grass height.
- C. All lawn areas shall be mowed at a frequency necessary to maintain specified height. Mowing patterns shall be changed frequently to avoid wear.
- D. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event this occurs the Contractor will be responsible for the removal of the material.
- E. Approval of replacement work: The Contractor shall inform the County's Representative of the necessary replacement work before beginning said operations. The County reserves the right to obtain others to perform such duties, or to oversee and inspect the performance of the Contractor.

Retention Pond Maintenance:

- A. Mowing around slopes, inside fenced pond area, swales and ditches. Cutting of bank vegetation to maintain established maximum height.

Mowing and Tilling of Rapid Infiltration Basins (RIB ponds)

- A. The entire outside banks of the RIB ponds (berms) shall be mowed.

- B. All ponds shall be filled on an as-needed basis or dependent on rainfall, reclaimed water flows, and/or other factors

Safety:

- A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.
- B. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment.
- C. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.
- D. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

SITE #	Locations	Monthly Cost
1	302 Lift Station	\$ 100.00
2	Southeast Regional Water Treatment Plant Remote Well	100.00
3	Southeast Regional Water Treatment Plant	1,375.00
4	Derbyshire Water Treatment Plant	125.00
5	Dike & Dodd Road	100.00
6	Greenwood Lakes Power Easement	100.00
7	Greenwood Lakes Reuse Site	1,125.00
8	Kewanee Lift Station	100.00
9	Lake Hayes Water Treatment Plant	375.00
10	Sanford Waste Water Treatment Plant	312.50
11	Talbot Lift Station	100.00
12	Timacuan Lift Station	125.00
13	Tuskawilla Water Treatment Plant	125.00
14	Yankee Lake Waste Water Treatment Plant	2,700.00
15	Morning Glory Lift Station	62.50
16	Yankee Lake Spray Field	1,450.00
Total Monthly Cost:		\$ 8,375.00

SITE #	Locations	Cost per Pond
17	Yankee Lake RIB tilling – 5 ponds	\$ 100 / pond
18	Greenwood Lakes RIB tilling – 9 ponds	\$ 75 / pond

Company Name: OTT LANDSCAPE MAINTENANCE, INC.

TAX/EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners

Seminole County, Florida

ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE

OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

EXHIBIT B

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p style="text-align: center;">SAMPLE PURCHASE ORDER</p> 					
REQUESTING DEPT/DIV				TOTAL AMOUNT	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT C
SAMPLE
INSPECTION SHEET

Date: _____

Location: _____

GROUP ____ Location # _____

SERVICES TO BE PERFORMED

INSPECTION SCORE

1 **TRASH REMOVAL**

2 **MOWING**

3 **EDGING**

4 **TRIMMING**

5 **PRUNING**

6 **WEED REMOVAL**

7 **CUTTINGS AND TRIMMINGS REMOVAL**

8 **CLEARING ACCESS WAYS**

9 **FERTILIZING**

10 **MULCHING**

ADDITIONAL PICTURES AND/OR
COMMENTS WILL BE ATTACHED
SEPERATELY

AVERAGE SCORE