

ADVERTISEMENT OF BID

**TERM CONTRACT FOR FURNISHING
MOWING SERVICES
SOLICITATION NO. 06-058/KC**

NOTICE IS HEREBY GIVEN that the Hernando County Board of County Commissioners will open sealed bids at **3:00 P.M., LOCAL TIME, WEDNESDAY, MARCH 15, 2006**, in the Hernando County Purchasing & Contracts Dept., Room 265, 20 N. Main Street, Brooksville, Florida, for a twenty-four month term contract providing:

**RIGHT-OF-WAY AND PROPERTY
MOWING SERVICES
FOR SPRING HILL AREAS**

A **MANDATORY Pre-Bid meeting will be held at 2:00 P.M. on Wednesday, March 1, 2006** at the Hernando County Public Works Department, 1525 E. Jefferson St., Brooksville, Florida, following an **OPTIONAL** tour which begins at 8:30 on that same day. Vendors interested in the tour must call Mr. Steve Whitaker, at 352-754-4060 no later than **February 24, 2006** to participate.

Sealed bid offers in (two) copies for furnishing the aforesated work will be received and accepted by the Hernando County Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, Florida 34601-2800, until the above stipulated date and time for opening of sealed bids. For all hand-delivered bids, the Clerk's Office is open, on normal workdays, between the hours of 8:00 A.M. and 5:00 P.M.

Copies of the Bid Documents are on file and available for inspection by prospective bidders at the **Hernando County Purchasing and Contracts Department, 20 N. Main Street, Room 265, Brooksville, Florida, 34601-2828, Telephone Number (352) 754-4020 or on our website: www.co.hernando.fl.us (Current Public Bids).**

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

James D. Gantt, C.P.M., CPPO
Purchasing and Contracts Director

PUBLISH: February 15, 2006

SOLICITATION - OFFER - AWARD

SOLICITATION NO: C-06-058/KC	DATE ISSUED: FEBRUARY 15, 2006	REQUISITION NO: N/A	CONTRACT NO: 06-058
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Diane B. Rowden, Chairperson Hannah M. Robinson, Vice Chairperson Robert C. Schenck Jeff Stabins Christopher Kingsley		SUBMIT BID OFFER TO: CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800 Karen Nicolai Clerk of Circuit Court	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M. ON MARCH 15, 2006.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN PURCHASING & CONTRACTS, ROOM 265, HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON THE SAME DATE.**

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<p>24-MONTH TERM CONTRACT, WITH RENEWAL CLAUSE, FOR FURNISHING RIGHT-OF-WAY AND PROPERTY MOWING/TRIMMING & EDGING SERVICES IN THE SPRING HILL AREAS OF HERNANDO COUNTY.</p> <p>INSERT PRICING ON PAGES 17 AND 20</p> <p>NOTE: MANDATORY Pre-bid Meeting will be held on MARCH 1, 2006 at 2:00 p.m. at the Hernando County Public Works Department, 1525 E. Jefferson St., Brooksville, FL following Optional Tour will begins at 8:30 am (See Page 4).</p> <p>(SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)</p>				

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN 60 DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS	
BIDDERS COMPANY NAME, ADDRESS AND PHONE NUMBER	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:
	BIDDER'S SIGNATURE
	OFFER DATE

AWARD

(TO BE COMPLETED BY COUNTY)

ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 265 BROOKSVILLE, FL 34601-2828	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.
2. The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the COUNTY in response to this solicitation.
3. The term VENDOR used herein refers to a BIDDER awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.
4. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COUNTY or the compensation to the BIDDER.
5. No material, labor or facilities will be furnished by the COUNTY unless specifically stated.
6. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "BIDDER certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
7. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.
8. The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.
9. The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COUNTY by any other provision of this award.
10. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
11. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. **No responsibility shall attach to Hernando County, the Clerk of the Circuit Court, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.**
12. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid shall liable to render it irregular and may cause its rejection.
13. The responsibility for delivering the bid to the COUNTY on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The COUNTY will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.
14. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. **Such bids will be returned unopened.**
15. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.
16. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.
17. A BIDDER may withdraw his proposal provided the request is made in writing and delivered either in person or by priority mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. **Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.**
18. The COUNTY reserves the privilege of auditing a vendor's records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.
19. The contract shall be awarded to that responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.
20. The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.
21. The COUNTY reserves the right to reject any or all offers and to waive informalities and irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.
22. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.
23. **Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.**

IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.

TERMS, CONDITIONS AND SPECIFICATIONS
TERM CONTRACT FOR SERVICES

1. GENERAL

- a. It is the intent of this solicitation to obtain bids for furnishing RIGHT-OF-WAY AND PROPERTY MOWING SERVICES - SPRING HILL AREAS to the Board of County Commissioners, Hernando County, Florida. Said services to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the agencies/entities utilizing this contract.
- b. The successful Bidder agrees to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of the resulting contract.
- c. The contract documents shall consist of all parts as attached hereto, any addenda, and if required, the completed and executed Hernando County Term Contract Agreement.

2. CONTRACT PERIOD

- a. The contract resulting from this solicitation shall be a term contract for the time period specified herein. During the specified time period, the County may order services as the requirements generate and the Vendor will deliver the services ordered. It is understood that the County is not obligated to purchase any specific amount of services under this agreement.
- b. The period of the contract shall extend for twenty-four (24) months effective May 20, 2006 or the date of award, whichever is the later of the two dates.
- c. The contract may be extended, by mutual agreement, for one (1) additional 12-month period up to a cumulative total of thirty-six (36) months. The County will notify the Vendor, in writing, no later than thirty (30) days prior to expiration of the contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the County at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the County upon request. Any upward price adjustment approved by the County shall impose upon the Vendor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- d. Either party may cancel this contract, in whole or in part, by giving 45 days prior notice in writing. However, the Vendor shall not be authorized to exercise this cancellation option during the first 180 days of the contract.
- e. Fiscal Non-Funding Clause. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

TERMS, CONDITIONS AND SPECIFICATIONS
TERM CONTRACT FOR SERVICES

3. PRE-BID CONFERENCE/TOUR

- a. A **MANDATORY** pre-bid meeting will be conducted on March 1, 2006 commencing at **2:00 p.m.** at the Public Works Department, 1525 E. Jefferson St., Brooksville, Florida, following a site tour, for interested bidders lasting approximately 4 hours. Bidders are **encouraged** to visit each location, compare the specifications with the services to be provided, and acquaint themselves as to all conditions. The tour will begin at 8:30 a.m. on March 1, 2006 at the above address.
- b. Bidders shall submit any exceptions noted to the terms and conditions of these contract documents including, but not limited to the specifications, performance requirements, insurance, bond and occupational license requirements. Bidders shall also note any conditions/problem areas noted on the inspection tour. Failure to do so will in no way relieve the Successful Bidder from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with true intent and meaning of the specifications.
- c. Each bidder attests, by signing this proposal, that he has visited all locations and fully understands there will be no recourse for negligence or oversight for not doing so.
- d. **Contact Steve Whitaker, Assistant Public Works Director, Phone (352) 754-4060, no later than February 24, 2006 to make arrangements to attend the inspection tour.**

4. BID PRICE

- a. The bid prices shall include all labor, equipment, materials and transportation required to perform all work as specified in these contract documents and will remain firm during the period of the contract.
- b. Bids are being solicited based on a lump sum cost for the one-time Mowing, and/or Trimming and Edging, and/or Trash and Debris Removal, of all specified areas of locations listed herein. Bidders may bid on only one GROUP, if desired; however, all areas within the GROUP, including all Options, must be bid to be considered responsive for award.
- c. The bid price, per location, constitutes the total compensation payable to the Vendor for performing all work specified within these contract documents. All duties, responsibilities and obligations assigned to or undertaken by the Vendor shall be at his expense without change in the contract price(s).
- d. Bidders shall submit at least three (3) references (page 22) of firms, organizations and/or governmental agencies/entities for which services, of similar size and scope as this bid, have been performed within the last two (2) years. Failure to submit said references may render bidder's proposal non-responsive.

TERMS, CONDITIONS AND SPECIFICATIONS
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- e. Bidders shall submit with their proposal (page 22) a listing of all equipment said Bidders will use in the performance of this contract, including rolling stock, loaders, tractors, mowers and any other specified equipment. Vendor shall indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's proposal non-responsive.
- f. Bidder hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the Bidder.

5. SPECIFICATIONS/DESCRIPTION OF SERVICES

- a. See performance specifications, pages 13 through 16, and 18 through 19 for County required specifications/requirements.
- b. Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful Bidder will be held responsible therefor.
- c. Specific locations are listed in the performance specifications, pages 13 and 18.

The intervals and quantities indicated are estimates for bidding purposes only. They are not to be construed as the minimum or maximum quantities that the County is obligated or limited to contract for.

- e. Changes in Area/Services. The County reserves the right to add or delete locations and change Mowing, and/or Trimming/Edging, and/or Trash and Debris Removal intervals as may be required during the term of this contract. Any change which increases or decreases services will be subject to review by the County and any revisions of cost of such service at the specified location(s) will be based on a rate equal to the average charge for similar areas. Additions, deletions or other changes will be given by the Vendor with a thirty (30) day notice, verified and approved by written transmittal (Change Order) from Hernando County.

6. BID EVALUATION AND AWARD

- a. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms and conditions required. Bidders shall submit, with their proposal, all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.

TERMS, CONDITIONS AND SPECIFICATIONS
TERM CONTRACT FOR SERVICES

- b. Capability Survey. The County reserves the right to perform a complete facilities survey of each bidder prior to award, and utilize the results to determine if the bidder has the capability to successfully perform under this contract.
- c. Bidders shall attest, by signing this proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services as specified within these procurement documents.
- d. The County intends to award this contract to the best, lowest, responsive, and responsible Bidder by Group; however, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- e. If two or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two or more Hernando County bidders or from non-local bidders when no Hernando County bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one vendor by drawing lots in a public meeting.
- f. The County shall be the sole judge as to the relative merits of the proposals received.
- g. If a separate written contract is not required by the County, a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding contract without further action by either party.

7. DELIVERY & ACCEPTANCE

- a. Commencement of work shall begin after receipt of Notice to Proceed. Notice to Proceed shall not be issued prior to receipt of certificate of insurance, occupational license, and any other required documentation as specified by these contract documents.
- b. The County will order services by issuance of a Hernando County numbered Release Order. Each order will designate the quantity required, the specific location(s), and cost(s) for each location.
- c. Unless otherwise specified, services shall be performed as described in these contract documents.
- d. Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services delivered meet bid specifications and conditions. Should the services differ in any respect from the specifications, payment will be withheld until

TERMS, CONDITIONS AND SPECIFICATIONS
TERM CONTRACT FOR SERVICES

such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, and the County shall not be liable for payment for any portion thereof.

8. NON-PERFORMANCE

- a. Time is of the essence in this contract and failure to deliver the services specified within the time period required may be considered a default.
- b. In case of default, the County may procure the services from other sources and hold the Vendor responsible for all costs occasioned there by and may immediately cancel the contract.

9. SPECIAL PROVISIONS

- a. Public Entity Crimes. Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Prior to bid award, the recommended Vendor may be required to submit a sworn statement attesting to compliance with said statute.
- b. Permits and Licenses. The Bidder agrees to secure all necessary licenses and permits prior to award and agrees to comply with all Federal and State laws, and County and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation.
- c. Occupational License. The Vendor shall be required to provide proof of a valid occupational license as required by Chapter 18, Article II, Hernando County Code of Ordinances. Vendor shall renew said occupational license upon expiration and forward verification of renewal to the Hernando County Purchasing and Contracts Department.

If the Vendor is licensed or certified by the Department of Business and Professional Regulation (DBPR), then an occupational license from the Vendor's home County will satisfy Hernando County's requirements. If the Vendor is not licensed with DBPR, then the Vendor must obtain a Hernando County occupational license. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding occupational license requirements by submission of said license prior to award of the contract.

- d. Clarification and Addendum. If any Bidder contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Purchasing and Contracts Director, on or before five (5) calendar days prior to the scheduled opening of bids, a request for clarification. All such requests for information and/or

TERMS, CONDITIONS AND SPECIFICATIONS
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clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. Any interpretation of the bid terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each Bidder receiving an Invitation for Bids. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the amendment to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

- e. Safety Precautions. The Vendor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

It shall be the Vendor's responsibility to clean up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor.

Tractor/Mower: The mower(s) shall be equipped with all the necessary safety equipment to satisfy Florida D.O.T. and O.S.H.A requirements applicable to Right-of-Way Mowing Operations.

- f. Inspection/Accountability. Hernando County will perform periodic inspections and log conditions resulting from deviations by the Vendor from the contract terms, conditions and/or specifications. Any noted discrepancy shall be corrected by the Vendor within twenty-four (24) hours of notification by the County of said discrepancy.

10. CONTRACT ASSIGNMENT. The successful Bidder shall be required to perform this contract and may not make any assignment of the resulting contractual agreement, in whole or part, without the prior written authorization as may be given at the sole discretion of Hernando County.
11. WORK BY OTHERS. The County may perform additional work or it may let other direct contracts which shall contain conditions similar to these. If in the event it is in the best interest of the County to have a mowing, and/or edging and trimming, and/or trash and debris removal project completed by another party for any reason, the County reserves the right to do so. The Vendor will afford the other Vendors who are parties to such direct contracts (or the County if it is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs. This action will not waive or void any of the terms and conditions in this contract.

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12. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

a. INDEMNITY

To the fullest extent permitted by law, the Vendor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs or any other expense arising out of any act, action, neglect, or omission by Vendor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

b. PROTECTION OF PERSONS AND PROPERTY

- 1) The Vendor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
- 2) The Vendor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

c. MINIMUM INSURANCE REQUIREMENTS

Vendor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this contract.

TERMS, CONDITIONS AND SPECIFICATIONS
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- 1) WORKERS' COMPENSATION: As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY.....	Minimum: \$100,000 each accident \$100,000 by disease \$100,000 aggregate by disease

- 2) GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death. **COVERAGE AS FOLLOWS:**

GENERAL AGGREGATE	\$1,000,000
[Except Products-completed operations]	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000
[Bodily Injury and Property Damage]	

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire)	\$50,000
MEDICAL EXPENSE (Any one (1) person)	\$5,000

- 3) AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. **COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL)	\$1,000,000
BODILY INJURY (Per Person)	\$1,000,000
BODILY INJURY (Per Accident)	\$1,000,000
PROPERTY DAMAGE	\$1,000,000

NOTE: All limits stated above are minimum requirements.

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- c. Each insurance policy shall include the following conditions by endorsement to the policy:
- 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the County by certified mail to: **HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT, 20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FLORIDA 34601-2828**. Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Vendor from its insurer; and nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
 - 4) HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS shall be endorsed to the required policy or policies as an additional insured.
 - 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to County'S Self-Insured Retentions of whatever nature.
 - 6) Vendor hereby waives subrogation rights for loss or damage against the County.
- d. The Vendor shall be required to provide to the County certificate(s) of insurance prior to commencement of services.
- e. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of certificates of insurance coverage(s), prior to award of the contract.

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13. TAXES. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned: Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of contracts for improvements of County-owned real property (Chapter 192 and 212, F.S., and applicable rules of the Dept. of Revenue).

14. PAYMENT

- a. Payment for services received will be accomplished by submission of an invoice, in duplicate, as follows: Group 1 (Collector Roads) upon completion of the cycle (for any Option); Group 2 (Residential Roads) upon completion of fifty percent (50%) of the Residential areas, the Vendor may submit an invoice for fifty percent (50%) of the Group 2 lump sum cost. Upon completion of the entire Group 2 area, Vendor shall submit an invoice for any unbilled work for that mowing cycle.

Said invoices shall reference the Release Order number and be submitted to:

HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265
BROOKSVILLE, FLORIDA 34601-2828

Each invoice shall give a detailed breakdown of each area for which Mowing, and/or Trimming and Edging, and/or Trash and Debris Removal were completed. Work shall be itemized by specific location, cost per location and dates services were provided for.

- b. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

IMPORTANT NOTICE

APPLICATION OF ENCLOSED "SEALED BID" LABEL TO EXTERIOR OF BID ENVELOPE SATISFIES THE SUBMITTAL REQUIREMENTS FOR MARKING AND IDENTIFYING A SEALED BID. IF THE BID HAS BEEN DOWNLOADED FROM OUR WEBSITE, PLEASE ENSURE IT IS LABELED WITH THE BID NUMBER, DESCRIPTION, ETC.

QUESTIONS: Any questions regarding the following performance specifications should be directed to Steve Whitaker, Assistant Public Works Director, Phone (352) 754-4060.

PERFORMANCE SPECIFICATIONS
GROUP 1 (COLLECTOR ROADS)

1. SCOPE OF WORK - GENERAL (Options 1, 2, and 3)
 - a. The Vendor shall supply all necessary labor, equipment, materials and transportation required to perform the services as described in these contract documents at the locations and within the limits specified. Scope consists of all areas as specified on the bid form, subject to additions, deletions or changes in Mowing, and/or Trimming and Edging, and/or Trash and Debris Removal locations or intervals during the term of the contract.
 - b. Sites
 - (1) Deltona Boulevard - Entire length (5.3 miles);
 - (2) Spring Hill Drive - From Anderson Snow Road East to US 41 (approximately 3.3 miles);
 - (3) Spring Hill Drive - From US 19 East to Anderson Snow Road (approximately 9.1 miles);
 - (4) Northcliffe Boulevard - Entire length (approximately 2.5 miles);
 - (5) Mariner Boulevard - Henderson Street to SR50 (approx. 6.25 miles);
 - (6) Anderson Snow Road - From County Line Road to Spring Hill Drive (approx. 3.1 miles)
 - (7) Elgin Boulevard - From Deltona to Barclay (approximately 5.8 miles)
 - (8) Linden Drive - From County Line Road to Mariner Boulevard then West to Spring Hill Drive (approximately 6 miles)
 - (9) Barclay Avenue - From Spring Hill Drive to SR 50 (approximately 3.9 miles)
 - (10) Waterfall Drive (County Line Road to Spring Hill Drive - approx. 1.5 miles)
 - (11) Forest Oaks Boulevard - Entire length (approximately 1.7 miles)
 - (12) Landover Blvd. (Mariner Blvd. @SR50 - S to Terminus @Elgin Blvd. (approximately 6.5 miles).

PERFORMANCE SPECIFICATIONS
GROUP 1 (COLLECTOR ROADS)

- c. The vegetation in all areas consists of various types of grasses and weeds.
- d. Services shall begin no earlier than 7:00 a.m. and end one (1) hour before dark, Monday through Saturday. No work shall be performed Sunday or any holiday observed by county government, unless approved in advance. Work shall not be permitted when operations would cause a traffic or safety hazard.
- e. During normal business hours (8:00 a.m. - 5:00 p.m.), Vendor shall be required to be available by cellular phone or telephone to ensure that messages and/or contact is maintained between the County and the Vendor. It will be the Vendor's responsibility to provide his own cellular phone and telephone, and supply the applicable phone numbers to Steve Whitaker, Assistant Public Works Director, and to promptly notify same of any changes.
- f. Work at a particular area shall be completed before the start of work at another area with the same crew or equipment.
- g. The areas are to be serviced at a frequency determined by the Public Works Department. A well-kept appearance, based on the Department's standards, will be the criteria used to determine the frequency.
- h. Equipment
 - (1) Equipment used by the Vendor must be in good repair and shall be maintained to produce a clean sharp cut and uniform distribution of cuttings at all times. It should be understood by the Vendor that equipment required to meet the terms of this agreement may include various types of equipment such as weed eaters, push mowers, etc.
 - (2) Equipment which damages the pavement or turf in any way shall not be used.

2. OPTION 1 - MOWING

- a. All vegetation within the mowing area shall be cut to a height of 3 inches with a maximum tolerance of (1/2") plus or minus. Each mower pass shall overlap the previous pass so that no strips of uncut vegetation remain. When landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- b. The areas to be mowed include median strips, adjacent right-of-way areas, swale bottoms, front and back slopes and retention areas. The entire grassy area of each site is to be mowed. Retention areas are to be mowed as close to the center as the wetness of the ground will allow. The Vendor is required to run equipment as close to structures as practical.

PERFORMANCE SPECIFICATIONS
GROUP 1 (COLLECTOR ROADS)

- c. The Vendor shall complete one (1) cutting for rights-of-way within fifteen (15) calendar days upon being notified to begin, and will begin mowing within three (3) calendar days, weather permitting.
- d. It is ESTIMATED that all areas will require mowing at least once a month for a minimum of five (5) to a maximum of eight (8) months. The Vendor shall not rely on these intervals and quantities such that a substantial reduction therein may cause him damage.
- e. Trash and Debris. The Vendor shall be responsible for the removal of any obstacles such as tires, large boxes, newspapers, etc., prior to mowing that cannot be traversed by the mowing equipment. The intent of this section is to eliminate torn and scattered debris and the objectionable appearance caused by mowing around obstacles.
- f. At the end of each week, the Vendor shall contact the Department of Public Works to notify them of: **1)** the work completed for that week; and **2)** a list of locations scheduled for the following week.
- g. The Vendor is to contact the Department of Public Works immediately upon completion of a Mowing cycle.

3. OPTION 2 - TRIMMING AND EDGING

- a. Trimming: This work consists of mechanically or manually trimming around all structures, sign posts, plantings, etc., to maintain cut height uniformity. Clippings shall be removed by manually sweeping or mechanically removing them from paved areas.
- b. Edging: This work consists of mechanically or manually edging and removing all vegetation from curbs, gutters, sidewalks and driveways. Clippings shall be removed by manually sweeping or mechanically removing them from paved areas.
- c. The Vendor shall complete one (1) Trimming and Edging cycle within fifteen (15) calendar days upon being notified. The Vendor will begin Trimming and Edging within three (3) calendar days of notification, weather permitting.
- d. It is estimated that all areas will require service monthly for a minimum of five (5) months and a maximum of eight (8). The Vendor shall not rely on these intervals and quantities such that a substantial reduction therein may cause him damage.
- e. At the end of each week, the Vendor shall contact the Department of Public Works to notify them of: **1)** the work completed for that week; and **2)** a list of locations scheduled for the following week.
- f. The Vendor is to contact the Department of Public Works immediately upon completion of a Trimming/Edging cycle.

PERFORMANCE SPECIFICATIONS
GROUP 1 (COLLECTOR ROADS)

4. OPTION 3 - TRASH AND DEBRIS REMOVAL

- a. The Vendor shall be responsible for the pickup and disposal of any obstacles including but not limited to tires, cans, large boxes, papers, beverage cartons, etc. within County rights-of-way. The intent of this section is to eliminate debris and the objectionable appearance.
- b. The Vendor shall complete one (1) Trash and Debris Removal cycle within fifteen (15) calendar days upon being notified. The Vendor will begin Trash and Debris Removal within three (3) calendar days of notification, weather permitting.
- c. It is ESTIMATED that all areas will require service monthly for a minimum of five (5) months and a maximum of eight (8) months. The Vendor shall not rely on these intervals and quantities such that a substantial reduction therein may cause him damage.
- d. At the end of each week, the Vendor shall contact the Department of Public Works to notify them of: **1)** the work completed for that week; and **2)** a list of locations scheduled for the following week.
- e. The Vendor is to contact the Department of Public Works immediately upon completion of a Trash and Debris Removal cycle.

5. PERFORMANCE OF WORK

- a. Vendors should be aware that the County may issue a Notice to Proceed for combinations of Options 1, 2, and 3, to be completed simultaneously. In the event the County issues a Notice to Proceed for more than one option, the total time allotted for completion of work will not exceed fifteen (15) work days.

BID FORM GROUP 1 (COLLECTOR ROADS)

BIDS WILL BE ACCEPTED FOR ONE GROUP; HOWEVER, BIDDERS MUST BID ALL AREAS WITHIN THAT GROUP FOR CONSIDERATION OF AWARD FOR THAT GROUP.

GROUP 1. ONE COMPLETE CYCLE:

	<u>OPTION 1 MOWING</u>	<u>OPTION 2 TRIMMING/EDGING</u>	<u>OPTION 3 TRASH/DEBRIS REMOVAL</u>
1. DELTONA BOULEVARD	\$ _____	\$ _____	\$ _____
2. SPRING HILL DRIVE (Anderson Snow RD E to US 41)	\$ _____	\$ _____	\$ _____
3. SPRING HILL DRIVE (US 19 E to Anderson Snow Rd)	\$ _____	\$ _____	\$ _____
4. NORTHCLIFFE BOULEVARD	\$ _____	\$ _____	\$ _____
5. MARINER BOULEVARD (Henderson St. to SR 50)	\$ _____	\$ _____	\$ _____
6. ANDERSON SNOW ROAD (County Line Rd to Spring Hill Dr)	\$ _____	\$ _____	\$ _____
7. ELGIN BOULEVARD (Deltona to Barclay)	\$ _____	\$ _____	\$ _____
8. LINDEN DRIVE (Cty Line Rd to Mariner Blvd, etc)	\$ _____	\$ _____	\$ _____
9. BARCLAY AVENUE	\$ _____	\$ _____	\$ _____
10. WATERFALL DRIVE (County Line Rd To Spring Hill Dr.)	\$ _____	\$ _____	\$ _____
11. FOREST OAKS BOULEVARD	\$ _____	\$ _____	\$ _____
12. LANDOVER BLVD. GOING N. (Mariner Blvd. @SR50, etc)	\$ _____	\$ _____	\$ _____
TOTAL LUMP SUM COST FOR ONE-CYCLE (PER OPTION)	\$ _____	\$ _____	\$ _____

CONTRACTOR'S ESTIMATE OF MAN HOURS REQUIRED TO COMPLETE ONE (1) CYCLE:

MOWING	TRIMMING/EDGING	TRASH/DEBRIS REMOVAL

BIDDER'S COMPANY NAME

TELEPHONE NUMBER

MAILING ADDRESS

CITY, STATE AND ZIP CODE

AUTHORIZED SIGNATURE

PRINTED NAME, TITLE

PERFORMANCE SPECIFICATIONS
GROUP 2 (RESIDENTIAL AREAS)

1. SCOPE OF WORK - GENERAL

a. The Vendor shall supply all necessary labor, equipment, materials and transportation required to perform the services as described in these contract documents at the locations and within the limits specified. Scope consists of all areas as specified on the bid form, subject to additions, deletions or changes in Mowing locations or intervals during the term of the contract.

b. Sites

All County Roadways, with the exception of Seven Hills Subdivision, Lawrence St. (within the Oaks Subdivision), Rainbow Hills Estates Subdivision, and Sites 1 thru 11 (Group 1), listed on Page 12 lying:

South of SR 50
East of US 19
West of Anderson Snow Road/Barclay Avenue
North of County Line Road (INCLUSIVE - North side and medians only)
Springwood Estates Subdivision
Quail Meadows Subdivision
(APPROXIMATELY 519 MILES)

c. The vegetation in all areas consists of various types of grasses and weeds.

d. Services shall begin no earlier than 7:00 a.m. and end one (1) hour before dark, Monday through Saturday. No work shall be performed Sunday or any holiday observed by county government, unless approved in advance. Work shall not be permitted when operations would cause a traffic or safety hazard.

e. During normal business hours (8:00 a.m. - 5:00 p.m.), Vendor shall be required to be available by cellular phone or telephone to ensure that messages and/or contact is maintained between the County and the Vendor. It will be the Vendor's responsibility to provide his own cellular phone or telephone, to supply the applicable phone numbers to Steve Whitaker, Assistant Public Works Director, and to promptly notify same of any changes.

f. Work at a particular area shall be completed before the start of work at another area with the same crew or equipment.

g. The areas are to be serviced at a frequency determined by the Public Works Department. A well-kept appearance, based on the Department's standards, will be the criteria used to determine the frequency.

PERFORMANCE SPECIFICATIONS

GROUP 2 (RESIDENTIAL AREAS)

h. Equipment

- (1) Equipment used by the Vendor must be in good repair and shall be maintained to produce a clean sharp cut and uniform distribution of cuttings at all times. It should be understood by the Vendor that equipment required to meet the terms of this agreement may include various types of equipment such as weed eaters, push mowers, etc.
- (2) Equipment which damages the pavement or turf in any way shall not be used.

2. OPTION 1 - MOWING

- a. All vegetation within the mowing area shall be cut to a height of 3 inches with a maximum tolerance of (1/2") plus or minus. Each mower pass shall overlap the previous pass so that no strips of uncut vegetation remain. When landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- b. The areas to be mowed include median strips, adjacent right-of-way areas, swale bottoms, front and back slopes and retention areas. The entire grassy area of each site is to be mowed. Retention areas are to be mowed as close to the center as the wetness of the ground will allow. The Vendor is required to run equipment as close to structures as practical.
- c. The Vendor shall complete one (1) cutting for rights-of-way within forty-five (45) calendar days upon being notified to begin, and will begin mowing within three (3) calendar days, weather permitting.
- d. It is ESTIMATED that all areas will require mowing at least every six weeks for a minimum of four (4) to a maximum of eight (8) mowings. The Vendor shall not rely on these intervals and quantities such that a substantial reduction therein may cause him damage.
- e. Trash and Debris. The Vendor shall be responsible for the pick up and disposal of any obstacles such as tires, cans, large boxes, newspapers, etc., prior to mowing that cannot be traversed by the mowing equipment. The intent of this section is to eliminate torn and scattered debris that would result in an objectionable appearance caused by mowing around obstacles.
- f. At the end of each week, the Vendor shall contact the Department of Public Works to notify them of: **1)** the work completed that week; and **2)** a list of locations scheduled for the following week for mowing.
- g. The Vendor is to contact the Department of Public Works immediately upon completion of a Mowing cycle.

BID FORM GROUP 2 (RESIDENTIAL ROADS)

ONLY BIDS FOR ALL AREAS WILL BE ACCEPTED TO BE ELIGIBLE FOR CONSIDERATION OF AWARD.

CATEGORY 1. ONE-TIME COMPLETE MOWING:

SOUTH OF SR 50
EAST OF US 19
WEST OF ANDERSON SNOW ROAD/BARCLAY AVENUE
NORTH OF COUNTY LINE ROAD (INCLUSIVE - North side and medians only)
SPRINGWOOD ESTATES SUBDIVISION
QUAIL MEADOWS SUBDIVISION
(APPROXIMATELY 519 MILES)

**TOTAL LUMP SUM COST FOR ONE-CYCLE
MOWING OF ALL AREAS**

\$ _____

CONTRACTOR'S ESTIMATE OF MAN HOURS REQUIRED TO COMPLETE ONE (1) MOWING CYCLE:

BIDDER'S COMPANY NAME

TELEPHONE NUMBER

MAILING ADDRESS

CITY, STATE AND ZIP CODE

AUTHORIZED SIGNATURE

PRINTED NAME, TITLE

NOTE: FAILURE TO SUBMIT BID ON THESE FORMS MAY BE CAUSE FOR REJECTION.

REFERENCES

Bidders shall attest, by signing this proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these contract documents.

Bidders shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services, of similar size and scope as this bid, have been performed within the past two (2) years. Failure to submit said references may render bidder's proposal non-responsive.

<u>FIRM NAME AND ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract Date(s): _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract Date(s): _____

_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract Date(s): _____

BIDDER'S COMPANY NAME

EQUIPMENT LISTING

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. **INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY.** Failure to complete and return this section may render Bidder's proposal non-responsive.

COMPANY-OWNED?

_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____
_____	YES	NO	_____

BIDDER'S COMPANY NAME