

EXHIBIT "E"

AGREEMENT FOR

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

THIS AGREEMENT FOR LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES (this "Agreement") is made this 1st day of September, 2020, by and between the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and CEPRA LANDSCAPE, LLC, a Florida corporation, whose mailing address is PO Box 865, Oakland, Florida 34760 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #20-005 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A" attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on September 1, 2020 (the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "C". The amount as specified in Exhibit "C" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the initial three (3) year term of this Agreement. After the initial

three (3) year term of this Agreement, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement #RFP 20-005 Landscaping, Landscape Maintenance, and Mowing Services.**

Section 5. General Conditions.

A. **Patents and Copyrights:** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. **Termination for Default:**

- 1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- 3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- 4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
- 5) **Termination for Convenience.** The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

- C. **Warranty:** The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

- D. **Time of Completion:** The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.
- E. **Indemnification:** To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

- F. **Correction of Work:** The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.
- G. **Right to Audit Records:** The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- H. **Information:** All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.
- I. **Safety Measures:** The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.
- J. **Extra Work:** The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.
- K. **Price Adjustments:** Pricing is firm for the initial three (3) year term of this agreement. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.
- L. **Familiarity with The Work:** The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of

conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions:

- A. The Contractor shall not employ subcontractors without the advance written permission of the City.
- B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.
- G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- H. This Agreement is considered a non-exclusive Agreement between the parties.
- I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.
- J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and

exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

- K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- M. This Agreement, including Exhibit "A" and Exhibit "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement for Landscaping, Landscape Maintenance, and Mowing Services to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: CEPRA LANDSCAPE, LLC

BY: [Signature]

PRINT NAME: Brandon Ray

TITLE: Vice-President

WITNESSES:

NAME: [Signature]

NAME: [Signature]

TITLE: DIRECTOR BUSINESS DEV.

TITLE: OFFICE Admin

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

BY: [Signature]
Melanie Sibbitt, City Clerk

APPROVED:

BY: [Signature]
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on September 1, 2020, under Agenda Item 6.

this 4th day of SEPT., 2020

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: [Signature]
Scott A. Cookson, City Attorney

END OF SECTION

CITY OF OCOEE

REQUEST FOR PROPOSALS

RFP #20-005

**LANDSCAPING, LANDSCAPE MAINTENANCE,
AND MOWING SERVICES**



ocoee

florida

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LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

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*Submit with Proposal

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #20-005 Landscaping, Landscape Maintenance, and Mowing Services**. Proposals will only be accepted electronically through Negometrix, a free e-Procurement platform, **until 3:00 pm, local time, on June 16, 2020**. Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this RFP should be in writing to Shannon Hopper, Purchasing Technician, Finance Department/Purchasing shopper@ocoe.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Negometrix by accessing the City's published solicitation page at <https://app.negometrix.com/buyer/748>. For more information, please visit <https://www.ocoe.org/323/Purchasing>. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Negometrix platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, May 17, 2020.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #20-005
LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

- A. Sealed proposals for RFP #20-005 will be received by the City of Ocoee, hereinafter called "City," from any person, firm, corporation, or agency, hereinafter called "Respondent, Firm, Bidder, or Proposer," submitting a proposal for the services being solicited. Each Respondent shall furnish the information required on the proposal form supplied and each accompanying sheet thereof on which an entry is made. Proposals submitted on any other format may be disqualified. Proposals must be typewritten or handwritten using ink; do not use pencil. Proposal documents must be submitted under the signature of a legally responsible representative, officer, or employee and should be properly witnessed and attested. All proposals should also include the name and business address of any person, firm, or corporation interested in the proposal, either as a principal, member of the firm, or general partner. If the Respondent is a corporation, the proposal should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. The City utilizes Negometrix, an e-procurement platform. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix platform at <https://app.Negometrix4.com/buyer/748>. This link can also be accessed through the City's website at <https://www.ocoee.org/323/Purchasing> under the **Current Open Solicitations** menu. All responses for this bid **MUST** be submitted through the Negometrix platform. RFP submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix electronic bid submission platform.**

Registration with Negometrix is free and is required prior to submitting a bid response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@Negometrix4.com.

Once your company is registered with Negometrix, you will be able to securely submit your company's proposal anytime before the bid deadline, at <https://app.Negometrix4.com/buyer/748> by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on Negometrix will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website once available at <https://www.ocoee.org/959/Public-Bid-Meetings>.

- C. Please submit all questions regarding this RFP within the Negometrix platform in the Question & Answer tab or through written inquiry directed to Shannon Hopper, Purchasing Technician, email shopper@ocoee.org. The deadline for receipt of questions is **June 9, 2020 at 2:00 p.m., local time**. Any clarifications/changes will be

only through written addenda issued by the Purchasing Technician. Respondents should not contact City staff, with the exception of the Purchasing Technician, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

- D. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their proposal package on the Negometrix platform. Proposal packages must be received by Negometrix no later than **3:00 p.m. (local time) on June 16, 2020**. Any proposal package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the proposal package **uploaded and submitted** on the Negometrix e-procurement platform prior to the due date and time.

E. PRE-PROPOSAL CONFERENCE:

None is scheduled at this time.

- F. Proposals will be reviewed by an evaluation committee appointed by the City Manager and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Negometrix. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.
- G. All Proposers shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.
- H. Submission of a proposal shall constitute an acknowledgment that the Proposer has complied with the instructions of this RFP. The failure or neglect of a Proposer to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed based upon a lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents and scope of services. All costs to prepare and submit proposals shall be the responsibility of the Respondent and the City shall make no reimbursement of any kind.
- I. Any response by the City to a request for information or correction will be made in the Negometrix bid file or in the form of a written addendum, which will be distributed via Negometrix. It shall be the responsibility of each Proposer to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. In case any Proposer fails to acknowledge receipt of any such Addendum, its proposal will nevertheless be construed as though the Addendum had

been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on the City. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

- J. Any of the following causes may be considered sufficient for the disqualification and rejection of a proposal:
- Submission of more than one (1) proposal for the same work by an individual, firm, partnership, or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships, or corporations under common control may be considered to be the same entity;
 - Evidence of collusion between or among the Proposers;
 - Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
 - Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the services; or
 - Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its proposal.

K. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida Statute 287.133 (2) (a).]

L. FLORIDA PUBLIC RECORDS LAW:

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

M. PUBLIC RECORDS COMPLIANCE:

The City of Ocoee (the "City") is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@ci.ocoe.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

N. ACCEPTANCE AND AWARD:

The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Proposer qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Proposer which, in the City's sole discretion, is the most responsive and responsible. The City reserves the right, as an aid in determining which proposals are responsible, to require a Respondent to

submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

End of Section

GENERAL TERMS & CONDITIONS

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

1. BID SECURITY:

- 1) Each proposal must be accompanied by Bid Security in the form a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to five percent (5%) of the proposal amount. A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents. Please note checks will be deposited.
- 2) A copy of the bid security is to be included with the proposal submitted electronically on Negometrix. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 150 North Lakeshore Drive, Ocoee, FL 34761. Failure to provide the original may cause your bid to be deemed non-responsive.
- 3) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.
- 4) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- 5) The cost of the required Bid Bond and required insurance coverage is to be included in the Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The refund checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. PERFORMANCE BOND:

Performance and Payment Bonds are not required.

3. PATENT INDEMNITY:

Except as otherwise provided, the successful Proposer agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. DEFAULT:

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. PRICING:

Pricing should be provided as indicated on the Proposal Form attached as Exhibit C. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

The Proposal Form may not be completed in pencil. All entries on the Proposal Form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Respondent to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Respondent and be

correctly computed. If there is an arithmetical conflict between the unit price stated by the Respondent on the Proposal Form and the total price stated by the Respondent on the Proposal Form, the unit price stated by the Respondent on the Proposal Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Respondent. The taking of such action by the City shall not constitute grounds for the Respondent to withdraw its proposal nor shall it provide a defense constituting discharge of the proposal bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that may appear on the Proposal Form. However, the City reserves the right to reject Proposal Forms that are incomplete or contain information that is not required as being non-responsive.

- a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor;
- c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- d) Respondent warrants the prices set forth herein do not exceed the prices charged by the Respondent under a contract with the State of Florida Purchasing Division; and
- e) Respondent agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.
- f) The Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA:

The contract will be recommended to be awarded to a single Respondent according to the Evaluation Criteria contained in this RFP.

9. LITERATURE:

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS:

All Bid Protests shall be submitted in the following manner to the Purchasing Technician at shopper@ocoee.org with a copy to the Procurement Manager at itolbert@ocoee.org:

- a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other proposal documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its proposal.
- c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
- d) The bid protest **shall** be filed with the Purchasing Technician and Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
- e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If Owner denies the protest, Owner may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

- a) No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Terms are Net 30 days after receipt of approved invoice.
- b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.

- c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. SAFETY REQUIREMENTS:

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Human Resources/Risk Management Director, City of Ocoee), and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
- i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. DRUG-FREE WORKPLACE:

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Include the attached form with your proposal.**

14. CONTRACT:

- a) The successful Respondent, herein also referred to as Contractor, will be required to enter into a contract with the City along the terms and conditions included in the proposed contract for the initial period of three (3) years, with two (2) automatic one-year renewals, and a one (1) year optional renewal at the City's discretion. After the initial three (3) year term, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.
- b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

- a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.
- b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

Proposer declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

Proposer certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing. **Proposer must submit the attached Conflict of Interest Disclosure Statement.**

The Proposer further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.

Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Proposer offers and agrees that if this negotiation is accepted, Proposer will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer. The proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

17. PUBLIC ENTITY CRIME STATEMENT:

- a) All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:
- b) "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- c) All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. PERMITS/LICENSES/FEES:

- a) Any permits, licenses or fees required will be the responsibility of the Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407) 905-3104, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

19. STANDARD INSURANCE REQUIREMENTS:

The successful respondent shall be required to provide evidence of Builder's Risk, General (Public & Property) Liability, Automobile, Liability Insurance in the form of a Certificate of Insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- 1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
- 2. Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor

to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 PER OCCURRENCE

- \$2,000,000 AGGREGATE

Commercial Umbrella:

- Minimum \$5,000,000
- Including Employer's Liability and Contractual Liability

9. Builder's Risk as applicable for construction projects:

- 100,000 Any one (1) location
- 1,000,000 Any one (1) occurrence

10. Certificates of Insurance: Certificate of Insurance Form(s) (see sample below) naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. The certificate(s) shall be dated and show:

- The name of the Insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD. CERTIFICATE OF LIABILITY INSURANCE				OP ID JC PAGE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
Contractor's Name Address		INSURER A: All Best Rating A- or Better			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE LTA INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DENT. AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC/STATS <input type="checkbox"/> DYS-ES E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	OTHER Builders Risk				Any 1 Loc 100,000 Any 1 Occ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The insurance evidenced by this certificate shall name the certificate holder as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.					
CERTIFICATE HOLDER		CANCELLATION			
City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)

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SAMPLE

20. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

21. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

22. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

(Attach additional sheets if necessary)

By submitting a proposal, Respondent certifies it has investigated any listed subcontractor/temporary worker agency, has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable of technically and financially performing the pertinent work, and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

23. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

24. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:

The Respondent shall provide at least three (3) separate references of previous contracts with similar scope of work within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent must provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT, ETC (attach additional sheets if necessary).

Have you any similar work in progress at this time? Yes___ No ___
Length of time in business_____ years _____ months

Bank or other financial references:

25. SUBMITTALS:

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **forty (40) 8.5"x 11" pages** (excluding front and back covers, dividers, and all forms included in this RFP), single-sided, portrait orientation, 12-point font. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP.

Section 1 – Company Information

- Company's history, number of years in business, etc.
- List of all company's key staff, their qualifications, their role for this contract, and a copy of each key staff's resume for the past five (5) years.
- Copies of company and employee certifications, licenses and registrations with regulatory agencies, professional organizations, etc., including a State of Florida Pest Control Applicator License.
- List of sub-contractors, their qualifications, and their role in providing services.
- List and quantity of company's equipment type and quantity (and sub-contractors' equipment if applicable) to be used for this contract, see Sections 22 and 23.

Section 2 – Company Experience/References

- List of company's other current or recently completed similar services, to include services required in the Scope of Services Section 16, with other public or private agencies, see Section 24 of General Conditions:
- The Respondent should provide at least three (3) separate references of previous contracts with similar scope of work, preferably with a governmental agency. Respondent should demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent should provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.
- List of at least three (3) client references to include organization name, description, contact person, telephone number(s), and e-mail address.

- Summary of Litigation, see Section 20.

Section 3 – Price Proposal (Required)

- Exhibit C (Any proposal submitted without a price proposal will be deemed non-responsive.)

Section 4 – Other Required Content

- Forms listed on Table of Contents as to be submitted with your proposal.
- Bid Security, see Section 1. (Required. Any proposal submitted without a Bid Security will be deemed non-responsive.)
- Acknowledgement of any Addenda issued, see Section 21.
- Company Information/Signature Sheet
- Conflict of Interest Disclosure Form
- Drug Free Workplace Form
- M/WBE Certification, if applicable, for the responding firm only. Points will not be awarded for subcontractors. Attach copy of State of Florida Office of Supplier Diversity or County Certificate.
- Office Location of the office that will be servicing this contract.

26. EVALUATION CRITERIA:

The criteria for making an aware recommendation are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Experience and References	30
2. Project Staff	25
3. Project Equipment	25
4. Price Proposal	10
5. Office Location	5
6. Certified M/WBE (Attach Certificate)	5
TOTAL POSSIBLE POINTS	100

(Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.)

27. SELECTION PROCESS:

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via Negometrix or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

28. TIME SCHEDULE:

The anticipated schedule of events related to this solicitation is:

May 17, 2020	RFP advertised
*23 days later	Last day for questions
June 16, 2020	Proposal submission deadline
*35 days later	Proposals distributed to Evaluation Committee
*50 days later	Evaluation Committee Meeting
*Next Meeting	Top-ranked firm recommendation to City Commission

****Dates above are an estimate and subject to change at the City's discretion.***

End of Section

EXHIBIT "A"

SCOPE OF WORK

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

1. SCOPE OF WORK UNDER PROPOSAL

The contractor shall provide landscape maintenance services to include mowing, edging, weeding, trash pick-up, fertilization, pest control, irrigation systems, and other maintenance as called for in this Proposal. Contractor shall maintain the contractually covered landscaped areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance equipment. A manicured professionally groomed appearance is the desired result. The contractor is expected to maintain each site with the highest quality landscape maintenance standards consistent with these specifications which surpass industry standards. The contractor's work will be inspected by the City on a regular basis to assure strict compliance with these specifications. The City will meet with the contractor as needed, but no less than on a monthly basis, to review the overall maintenance. The City will make periodic inspections and provide reports indicating items that need to be addressed and the contractor is responsible to complete in a timely manner and provide status reports. If the contractor intends to use subcontractors to perform any work on this contract, these subcontractors are required to be pre-approved by the City, at its sole discretion.

2. MOWERS, EDGERS, AND OTHER POWER MAINTENANCE EQUIPMENT

All power equipment and labor are to be furnished by the contractor. The following standards apply to the use of power equipment.

- a) All mowers shall be adjusted to 2 1/2" or 3" cutting height or as directed by the City 4" or 5" St. Augustine depending upon location. The mowers shall be in good repair, shall have no oil or gas leaks, and shall be equipped with mulching attachments and sharp blades.
- b) All mowers must be mulching-type mowers with no discharge allowed, including no discharge towards the road; or all clippings must be manually removed.
- c) All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the City, at its sole discretion.
- d) All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times.
- e) Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

3. PRUNING TOOLS AND EQUIPMENT

All pruning tools, equipment, and labor are to be furnished by the contractor. The following standards apply to all pruning tools and equipment.

- a) All tools are to be clean, sharp, and in good repair. Extra tools are to be on hand to supplement tools that become dull, break, or may transmit disease. Tools that cut, rip, or tear plant material will not be allowed.
- b) Contractor to carry disinfectant agent to disinfect tools so as not to infect healthy species with pathogens transmitted by infected tools. Tools are to be cleaned after pruning each individual tree or palm.
- c) Tools and equipment are subject to inspection prior to and during a pruning activity. The City reserves the right to stop any activity that jeopardizes the health of the designated plant material.

4. TURF AND LAWN MAINTENANCE STANDARDS AND PRACTICES

The following standards govern the mowing practices for all lawn (St, Augustine, Zoysia, and Bahia).

- a) Pick up and dispose of all litter within all areas to be maintained prior to mowing. Litter is not limited to paper, bags, cans, or bottles. Litter includes any trash that has accumulated in the ROW; including tires, metal, dead vegetation, and other types of debris that has blown or been deposited in the contacted landscape maintenance sites. Contractor shall recycle whenever possible.
- b) Use string trimmer for areas not accessible to mowing equipment and cut to a 2 1/2" or 3" height so as to be consistent with the mowed areas.
- c) Trim around poles, guardrails, and other fixed objects within road right-of-way.
- d) Care shall be used when using the string trimmer to not nick or chip paint from street furniture.
- e) Contractor shall not use the trimmer around trees where the string can cause damage to the bark and tree trunk.
- f) Remove and properly dispose of all grass clippings, leaves, weeds, undesirable plant growth, and other debris from sidewalks, curbs, gutters, catch basins, medians, right of ways, and streets.
- g) Weekend mowing is not allowed unless specifically authorized in writing by the City.
- h) Do not mow when conditions are wet. This can result in turf damage and promote disease and fungus.
- i) Mow in a different direction every time the lawn is cut to prevent wear patterns and scalping.
- j) Wind-row mowing patterns are not permitted.
- k) Only rotary mowers are acceptable.
- l) Frequency of service is required to maintain a 2 1/2" or 3" height with a maximum 1" growth between cuts. No more than one-third of the leaf blade is to be removed in one mowing. At minimum all turf areas shall be maintained at least once a week in the months of April through October and biweekly during the months of November through March.

5. OTHER LANDSCAPE MAINTENANCE STANDARDS AND PRACTICES

The following standards govern other landscape maintenance practices for the contracted landscape maintenance sites.

A. EDGING:

- All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, curbs, driveways, parking areas, seat walls, and retaining walls will be mechanically edged in order to maintain clean, crisp, and consistent lines.
- Blade edger is required to be used; chemical edging is prohibited without prior written request from contractor and subsequent approval by the City.
- Bed edges will be kept clean and well defined around all planting beds and tree trunks so as to prevent encroachment from lawn and other adjacent materials.
- Maintain tree rings around all trees not to exceed 36".
- Plant beds will be edged as often as required to prevent turf encroachment into the plant beds.

B. WEED CONTROL:

- Weeding of plant beds will be performed on a regular basis to control weed population and maintain healthy plants with a neat appearance
- Hand-pull weeds and nuisance plants in shrub, flower, and ground cover areas, at least every other week or as needed to maintain a clean appearance.
- Weed infestations in ground cover beds may be chemically treated to kill the weeds if the contractor receives prior approval from the City.
- All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through hand pulling or by the use of herbicide. Apply only City approved herbicides, as needed, to control weeds in ROW, medians, sidewalks, decorative pavers, bullnoses, concrete medians, curb, catch basins, and gutter areas.
- No green weeds shall be visible in any landscaped beds on the final day of each month. Maintain shape of planting beds and tree rings as originally designed.
- When it is necessary and practical to use chemical control, pre and post-emergent herbicides will be applied with care so as not to injure adjacent desirable plants.
- Nut sedges shall be controlled by a product formulated specifically for their eradication.

C. SHRUBS TRIMMING AND PRUNING:

- All dead, dying, broken, and/or diseased plant material shall be removed as needed, by thinning out and shortening branches, Cuts will be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
- Selective pruning will be performed on all ornamental plants, in order to maintain the natural habitat of the plant and to ensure health and vigor for the plant(s).
- Site distance must be maintained at all times. Any plant material that obscures roadway visibility must be pruned. Trim shrubs and ground cover, as needed, to meet sight line visibility criteria as specified by FDOT (latest reference). In most cases, this mandates a maximum height of 24" from top of adjacent pavement.
- Cut back overgrowth of shrubs that extend into sidewalks or the road right-of-way, and that prevent clear line of sight.

- Ground covers and vines will be sheered as necessary in a uniform manner to maintain neat clean edges, surfaces, and overall appearance.
- Shrubs and hedges will be sheered and pruned in a consistent manner to maintain optimum shape and size as the natural growing form of the plant dictates.

D. TREES AND PALMS TRIMMING AND PRUNING:

- All tree and palm pruning shall be performed by an I.S.A. Certified Arborist.
- Trees will be maintained free of low hanging limbs and root suckers from trunk to base.
- Trees shall be pruned as needed to maintain an 8-10' clear trunk and good form.
- Flowering trees are to be pruned only after their bloom cycles are complete.
- Grape Myrtles shall not be topped.
- Trees which require removal will be performed on a "cost plus" basis.
- Palms shall be pruned twice a year to remove all dead or dying palm fronds, inflorescences, invading vines, and weeds in boots or trunk shall also be removed. Frond boots are to be removed consistent with the previous pruning cuts to ensure uniformity in appearance. If additional palm pruning is required that work will be performed on a "cost-plus" basis. The contractor must receive approval from the City before performing additional work.
- City will be notified prior to trimming/pruning trees.
- City shall be provided an estimate of cost prior to performing any cost-plus tasks.

E. MULCH:

- The contractor shall apply two inches of shredded mulch to all beds and tree circles twice a year.
- The contractor shall provide the City a sample of the mulch that is to be applied for approval. All subsequent applications shall match the approved mulch type.
- Shredded mulch shall be non-cypress and cannot be red.
- A granular pre-emergent herbicide shall be applied to all beds and tree circles prior to the application of mulch.
- Beds and tree circles shall be free of weeds before mulch is applied.

F. IRRIGATION:

- At the beginning of the contract, the City and contractor will inspect the irrigation system for each contracted site. Watering schedules will also be discussed. Based on conditions, the contractor will notify the City if there is a need to change the prescribed watering schedule or if a system is not functioning properly due to anything other than an issue that was caused by the contractor's maintenance activities.
- The contractor shall inspect all irrigation systems upon each mowing to ensure no damage to heads or valves.
- Any heads, valves, or leads damaged in the act of mowing or other landscape maintenance tasks will be replaced by the contractor at their cost.

- All irrigation systems will be inspected by the City's irrigation crew on a regular basis. Cost of any irrigation system equipment replaced, by the City, will be charged to the landscape maintenance contractor.

G. FERTILIZATION:

- The contractor will apply fertilizer to shrubs and groundcover in April and September with microelements.
- Shade trees that are contained within shrub areas will receive fertilizer along with shrubs. Other trees shall be fertilized in March and September.
- Palms shall be fertilized at least twice a year. The treatment should include a fertilizer formulated for palms and include all minerals and microelements needed to support good plant health.
- The contractor shall provide the City a yearly fertilization schedule that identifies when fertilization will be applied and the formulation of each fertilizer to be use on all turf, shrubs, and trees at the beginning of the contract.
- The contractor shall document when fertilization is applied and include this information in the monthly report to the City.
- The contractor shall not fertilize if weather conditions are such that the applied fertilizer could be washed away by rain events.

H. PEST AND DISEASE CONTROL:

- The contractor will be responsible for inspecting all ROW maintenance areas for insects and treat as needed upon consultation and authorization of the City.
- Contractor will inspect turf, shrubs, and trees for disease issues. If a disease is identified, the contractor shall consult with the City and then treat with the appropriate fungicide or bactericide as needed following City authorization.

I. GENERAL CHEMICAL USE:

- All work involving the use of chemicals shall follow all Federal, State, and local laws and will be applied by or under the direction of a Florida Certified Pesticide Applicators' license. Applications shall be in accordance with all governing regulations.
- A listing of proposed chemicals to include commercial name, application rates, and type of usage will be submitted to the City for approval at the beginning of the Contract.
- All proposed chemicals shall be approved by the Florida Department of Agriculture.
- Chemicals shall be applied only when air currents are still and application methods prevent drift onto adjacent property and preventing toxic exposure to any person whether or not they are in or near the project.
- Records must be kept and retained as prescribed by law for the use of pesticides. For all applications, the contractor shall document starting dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions. This information shall be provided to the City in the monthly report.

- Any soil, turf, or plants contaminated by misuse of chemicals on the contract sites will be removed and replaced at cost to the contractor.

J. CLEAN-UP:

- Haul away all trimmings, trash, and debris from site, and properly dispose of at contractor's expense.
- Using a mechanized low-decibel blower, remove all debris from all walks, drives, roads, bicycle paths/lanes, and pedestrian areas whenever on site.
- Remove all fallen palm fronds or tree limbs, whenever on site.
- Remove all excess soil, trimmings, debris, and equipment from the contracted sites after each visit.
- Remove surface debris from top of catch basin grates. Contractor to report to City any visible blockage inside catch basins.
- All debris removed from the City is to be disposed of at an EPA and State of Florida approved dumping site, at contractor's expense.
- Contractor to provide City with report every month detailing total cubic yards of debris and trash collected from right of ways and streets.
- Blowing of clippings or leaves onto the street is not allowed.

6. REGULATIONS AND STANDARDS:

Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed. The contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- FDOT (Florida Department of Transportation)
- OSHA (Occupational Safety and Health Act)
- EPA (Environmental Protection Agency)
- All State and Federal labor standards and practices, as applicable

7. PROFESSIONAL LICENSES:

The contractor must possess a Florida Pest Control Applicator License issued by the State of Florida for Lawn and Ornamentals and keep said license current throughout the term of the contract.

8. DEFINITIONS:

Landscape maintenance is defined, for the PROPOSAL purposes, to include: mowing, weeding, and edging of turf areas; flower and shrub bed weeding; hedge trimming; pruning and trimming; fertilization; pest and disease control; irrigation system diagnostics and repair; litter, trash, and landscape debris removal and disposal; and mulching as specified in the scope of work. Additionally, the contractor will also be responsible for providing the following services under this PROPOSAL with no extra labor, equipment, fuel, or travel charges to the City:

- Clean all catch basins while on-site.
- Pick up all trash and litter while on-site and submit a log indicating estimated amounts in cubic yards per NPDES requirements.
- Meet with City staff as directed.
- Monthly landscape and irrigation inspection reports shall be submitted with the invoice. The reports should include a checklist filled out describing all maintenance activities for the service period. If the contractor does not submit the monthly reports, the City reserves the right to deny payment until the missing report has been submitted and approved by the City.

9. CONTRACTOR STAFF TRAINING AND EXPERIENCE:

The contractor will provide staff capable of performing work at the highest standards of horticultural and landscape maintenance excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, plant health, pruning, tree and shrub care, integrated pest management, pesticide application, turf management, and irrigation maintenance. The City reserves the right to demand the replacement of contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.

All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five (5) years combined horticultural education and experience as defined herein. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). The supervisor assigned must be identified by name and provide his or her cell phone number to ensure accessibility, coordination, and continuity.

All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning of trees greater than six inches DBH will only be performed under the supervision of an ISA certified arborist. The certified arborist shall be on site at all times when pruning occurs. Certifications will be provided to the City prior to award of contract.

10. DEFECTIVE WORK:

The contractor shall promptly correct all work rejected by the City as faulty, defective, or failing to conform to this scope of work. The contractor shall bear all costs of correcting such rejected work. In the event that contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies, may deduct from any amounts due to the contractor, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amount due to the contractor such amount equal to what the contractor would have charged for doing the work, plus 15% of such amount.

11. OTHER WORK:

The contractor may be approached by some of the Home Owners Associations (HOA) about the contractor performing mowing activities near HOA owned and maintained

areas. The HOA owned areas are not part of the Ocoee City-wide Landscape Maintenance and Mowing Contract and the City is not responsible for maintenance.

Should the contractor contract with the HOA, it is strictly between the contractor and the HOA, and the City will not intercede on either party's behalf in any disputes. In addition, all outside work will not have an effect on the contractor meeting its obligations to the City of Ocoee.

12. UNIFORMS:

The contractor's employees shall wear uniform shirts and all trucks should be marked with the company name, at a minimum, for easy recognition by residents and City personnel. Employee safety is the contractor's responsibility, both in work clothing and actions, and shall be in accordance with applicable OSHA standards, and all equipment shall be operated in a safe manner as recommended by the manufacturer.

13. TRAFFIC CONTROL:

Compliance with all traffic control requirements per the latest edition of the Manual on Traffic Control Devices (M.U.T.C.D.) and the Florida Department of Transportation standards is required. If temporary lane closures become necessary, contractor shall obtain prior authorization from City's Public Works Director before commencing work. Work that effects traffic lanes shall not be performed between 7:00-9:00 AM and 4:00-6:00 PM in the peak direction of traffic unless otherwise permitted by City's Public Works Director.

14. DAMAGE TO PROPERTY:

All damages including but not limited to damage to sprinklers, irrigation lines, walls, trees, shrubs, poles/posts, signs, street furniture, landscaping, etc. caused by the contractor in performance of the mowing activities shall be repaired in a timely manner at the contractor's expense.

15. PRICING:

Proposer shall provide an annual dollar amount for each location listed on the Proposal Form of this RFP based on the required frequencies and standards. It is the contractor's responsibility to verify the size and location of each item prior to providing the proposal. After the initial three (3) year term of this Agreement, price adjustments will be allowed pursuant to the City's Price Adjustment provisions.

16. ADDITIONS AND/OR DELETIONS:

City reserves the right to add or delete locations from the list. A two (2) week written notice shall be provided to the contractor by the City's contract manager. The City's contract manager will issue the change in service in writing along with a modified Proposal Form. For additions to the contract, a monthly and an annual price will be solicited and negotiated in advance prior to issuance of a notice of change to the contractor.

17. SPECIAL CONTRACTOR REQUIREMENTS:

At the start of the contract, the contractor will provide the City with the name and cell phone number of the Company Quality Control Representative. The Quality Control Representative shall respond to all City complaints or inspection deficiencies immediately. The contractor's representative will inform the City immediately after the corrections have been made. Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours, after-hours, weekend, and holidays. Contractor shall demonstrate the ability to perform limited basic landscape and irrigation design services as requested by the City by providing examples of previous experience of similar projects.

Contractor shall also demonstrate the ability to perform landscape and irrigation installation services as requested by the City by demonstrating previous experience in performing previous projects. Contractor shall perform a monthly irrigation inspection and test. Results of inspection and test will be provided in a written report to the City detailing any required repairs.

18. ADDITIONAL WORK:

The City may ask the contractor for additional services. The contractor shall submit a written proposal for each City requested addition service. The cost for these services shall be negotiated and are in addition to annual contract for landscape maintenance and mowing services. The City Manager will have the authority to approve change orders requests for up to the limit of his purchasing authority for each change order. Additional work beyond the City Manager's authority must be approved by the City Commission. The contractor may not begin any additional work without the written consent of the City. Additional work may include, but not limited to the following:

- a) Sod Replacement and/or New Installations
- b) Plant and Tree Installation and all preparation work required for the installation of plant materials, including staking, irrigation mulching
- c) Tree Removal
- d) Irrigation System Repair beyond the Scope of this Proposal
- e) Irrigation System Redesign, Installation, and/or Retrofit
- f) Additional Fertilizing Applications
- g) Additional Pest Control Applications
- h) Additional Mulch Applications
- i) Extra Tree and/or Palm Pruning
- j) Additional Sites and/or ROW
- k) Other Landscape Services as may be assigned

End of Scope

EXHIBIT “B”
LOCATION MAPS
RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

Location maps available on Negometrix as a separate attachment.

EXHIBIT "C"
PRICE PROPOSAL FORM

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, MOWING SERVICES

Proposer shall provide an annual dollar amount for each location listed on this Price Proposal Form. Additionally, Proposer shall provide a subtotal for the Citywide Sites, a subtotal for the CRA sites (Fifty West Redevelopment District), and complete the Total Proposed Annual Cost section on the second page of this Price Proposal Form.

Citywide Sites

Location Number	Location	Operations	Annual Cost Per Location
1	Fire Station 25, 563 S. Bluford Ave.	Landscape	
2	Fire Station 26, 1500 N. Clarke Rd.	Landscape	
3	Fire Station 39, 2500 S. Maguire Rd.	Landscape	
4	Bluford Avenue, north of Orlando Avenue to Silver Star Road, includes ROW and Median.	Landscape	
5	Lakeshore Drive, east side only between Lafayette Street to edge of City property	Landscape	
6	Ocoee Cemetery, 368 E. Geneva St.	Landscape	
7	Clarke Rd. ROW, including Medians SR 50 to Fire Station 26	Landscape	
8	Maguire Rd. Medians, Jordan Rose Ave. to Turnpike Bridge	Landscape	
9	Silver Star Rd. ROW, including Medians, Clarke Rd. east to City Limits	Landscape	
10	Ocoee Crown Point Rd. Medians, southern terminus at High School to Westyn Bay Blvd.	Landscape	
11	McKey St. Streetscape, Kissimmee Ave. to Bluford Ave.	Landscape	
12	Median on White Rd. east of Clarke Rd.	Landscape	
*13 A.	SR 50 ROW, excluding Medians Clarke Rd. to Good Homes Rd.	Landscape	
*13 B.	SR 50 Medians starting August 2021 Clarke Rd. to Good Homes Rd.	Landscape	
	Mulch landscape beds and tree rings Two times annually	Mulch	
	Palm/tree trimming Two times annually	Palm/Tree Trimming	
		Subtotal Citywide Proposed Annual Cost: \$	

CRA Sites (Fifty West Redevelopment District)

Location Number	Location	Operations	Annual Cost Per Location
1	Old Winter Garden Rd. ROW, including Medians, Maguire Rd. to median just east of Hempel Ave.	Landscape	
2	S. Blackwood Ave., Medians Old Winter Garden Rd. to SR 50	Landscape	
3	Ocoee Police Station, 646 Ocoee Commerce Parkway	Landscape	
*4 A.	SR 50 ROW, excluding Medians SR 429 to Clarke Rd.	Landscape	
*4 B.	SR 50 Medians starting August 2021 SR 429 to Clarke Rd.	Landscape	
5	Montgomery Rd. Roundabout	Landscape	
	Mulch landscape beds and tree rings Two times annually	Mulch	
	Palm/tree trimming Two times annually	Palm/Tree Trimming	
		Subtotal CRA Proposed Annual Cost: \$	

Total Proposed Annual Cost for

1	Citywide Proposed Annual Cost	
1	CRA Proposed Annual Cost	
		Total Proposed Annual Cost: \$

Firm Name _____ Prepared By: _____

* The City is in the process of installing landscaping in the medians of SR 50. The installation is scheduled to be complete in late summer 2020. Once the project complete, the installation firm, Down to Earth is responsible for maintaining the medians for a period of one year (estimated August 2020 thru July 2021). The successful bidder will be responsible for maintaining the ROW between the Outside ROW line to the shoulder of the roadway on both sides of the roadway).

EXHIBIT “D”**IRRIGATION SYSTEMS****RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES**

RFP Location Reference	Number of Timers	Type of Clock	Number of Zones
#1 - Fire Station 25 - Bluford Ave.	1	Hunter Timer	16 zones
#2 - Fire Station 26 - Clarke Road	1	Hunter Timer	16 zones
#3 - Fire Station 39 - Maguire Road	1	Rain Dial Timer	6 zones
#4 – Bluford Avenue	TBD		
#4 - Bluford Avenue	TBD		
#4 - Bluford Avenue	TBD		
#4 - Bluford Avenue	TBD		
#4 - Bluford Avenue	TBD		
#5 - Lakeshore Drive, east side only	1	Rain Dial Timer	11 zones
#6 – Ocoee Cemetery	None	None	None
#7 - Clark Road North Half	2	Hunter Hybrid Timers	5 zones/timer
#7 - Clark Road North Half	1	Hunter Hybrid Timer	6 zones
#7 - Clark Road North Half	1	Hunter Hybrid Timer	8 zones
#7 - Clark Road South Half	1	Rainbird Timer	12 zones
#7 - Clark Road South Half	4	Hunter Battery Timers	2 zones/timer
#7 - Clark Road South Half	1	Hunter Battery Timer	4 zones
#7 - Clark Road South Half	2	Hunter Battery Timers	5 zones/timer
#7 - Clark Road South Half	4	Hunter Battery Timers	3 zones/timer
#7 - Clark Road South Half	1	Hunter Battery Timer	1 zone
#8 - Maguire Road Medians	2	2 Hunter Battery Timers	2 zones/timer
#8 - Maguire Road Medians	5	Rainbird Timers	4 zones/timer

#8 - Maguire Road Medians	1	Rain Dial Timer	4 zones
#8 - Maguire Road Medians	1	Hunter Timer	4 zones
#9 - Silver Star Road Medians	2	Toro Battery Timers	3 zones/timer
#9 - Silver Star Road Medians	1	Hunter Battery Timer	4 zones
#9 - Silver Star Road Medians	1	Hunter Battery Timer	5 zones
#10 - Ocoee Crown Point Rd. Medians	1	Rainbird Timer	12 zones
#11 - McKey St. Streetscape	1	Rainbird Timer	4 zones
#12 – Median on White Rd.	1	Battery Timer	4 zones
#13 – SR 50 ROW – Clarke Rd. to Good Homes Rd.	TBD		

Fifty West Redevelopment District (CRA) Sites

RFP Location Reference	Number of Timers	Type of Clock	Number of Zones
#1 - Old Winter Garden Rd. Medians	7	Hunter Battery Timers	3 zones/timer
#1 - Old Winter Garden Rd. Medians	5	Hunter Battery Timers	5 zones/timer
#1 - Old Winter Garden Rd. Medians	2	Hunter Battery Timers	1 zone/timer
#2 – S. Blackwood Ave.	2	Rainbird Timers	16 zones/timer
#2 – S. Blackwood Ave.	1	Rainbird Battery Timer	1 zone
#3 – Ocoee Police Department	1	Irritrol Timer	18 zones
#4 – SR 50 ROW – SR 429 to Clarke Rd.	TBD		
#5 – Montgomery Rd. Roundabout	3	Battery Timers	7 zones

RFP #20-005 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID # _____

____ Individual ____ Corporation ____ Partnership ____ Other
(Specify) _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____.

Personally Known _____ or
Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, Typed or Stamped Commissioned
Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their RFP: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this RFP. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT "E"

PROPOSED AGREEMENT FOR

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

THIS AGREEMENT FOR LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES (this "Agreement") is made this ____ day of _____, 20____, by and between the CITY OF OCOEE, a Florida municipal corporation, whose mailing address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as the "City") and _____, a _____ corporation, whose mailing address is _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City desires to enter into an Agreement with the Contractor to perform the work set forth in that certain Request for Proposals RFP #20-005 (the "Work"), and any amendments thereto being attached hereto as Exhibit "A"; and

WHEREAS, the Contractor is capable of performing the Work and agrees to perform the Work pursuant to the terms of this Agreement, and for the amounts specified in the Contractor's Proposal, the Contractor's Proposal and any amendments thereto being attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Scope of Agreement. The terms and conditions of Exhibit "A" attached hereto as well as the terms and conditions of Exhibit "B" attached hereto are incorporated by reference herein as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, labor, supervision, and consumables to complete the Work.

Section 2. Term of Agreement. This Agreement shall consist of one (1) initial three (3) year term beginning on _____ (the "Effective Date"), with two (2) separate automatic one-year extensions, for a total of five (5) years, unless terminated by the City upon the issuance of written notice by the City to the Contractor provided not later than thirty (30) days prior to the expiration of any renewal year term. The City shall have the option of extending the term an additional one (1) year. Each term is renewable with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

Section 3. Compensation. Contractor agrees to provide the services and materials as specified in Exhibit "A" for the amount specified in Exhibit "C". The amount as specified in Exhibit "C" may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement, will remain firm for the initial three (3) year term of this Agreement. After the initial

three (3) year term of this Agreement, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.

Section 4. Payment. All invoices received by the City are payable within (30) days from receipt, provided they have first been approved by the City, and the City has accepted the Work for which payment is sought. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor. All invoices shall be in duplicate and directed to: City of Ocoee, Accounts Payable, 150 North Lakeshore Drive, Ocoee, Florida 34761-2258. **All invoices must be clearly marked: City Agreement #RFP 20-005 Landscaping, Landscape Maintenance, and Mowing Services.**

Section 5. General Conditions.

A. Patents and Copyrights: The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default:

- 1) The performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 2) The City has a right to terminate for default if the Contractor fails to perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- 3) Failure of a Contractor to perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to redo the Work when so requested, immediately or as directed by the City, shall constitute authority for the City to hire another contractor to perform the Work. In all such cases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- 4) Should public necessity demand it, the City reserves the right to utilize services which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.
- 5) Termination for Convenience. The City may terminate this Agreement at its convenience with thirty (30) days advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

- C. Warranty: The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in-effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either redo such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for obtaining another Contractor to redo the Work.

ALL MATERIALS PROVIDED BY THE CONTRACTOR, SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

- D. Time of Completion: The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees that all Work shall be performed regularly, diligently, and uninterrupted within the time specified. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement for the convenience of the City.
- E. Indemnification: To the fullest extent provided by law, Contractor shall indemnify, defend and hold harmless the City and all of its officers, agents and employees from all claims, loss, damage, cost, charges or expense including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor, its agents, employees, or subcontractors during the performance of the Agreement. The City shall use its best efforts to promptly notify the Contractor in writing of any Claims and shall provide the Contractor with information regarding the Claims as the Contractor may reasonably request, but the failure to give such notice or provide such information shall not diminish the obligations of the Contractor under this Section. No Claims whatsoever shall be made or asserted against the City by the Contractor for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

- F. **Correction of Work:** The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work. The Contractor shall bear all costs of correcting such rejected Work. In the event that Contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies under this Agreement, may deduct from any amounts due under this Agreement, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amounts due under this Agreement such amount equal to what the Contractor would have charged for doing the work, plus 15% of such amount.
- G. **Right to Audit Records:** The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- H. **Information:** All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.
- I. **Safety Measures:** The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workers and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.
- J. **Extra Work:** The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.
- K. **Price Adjustments:** Pricing is firm for the initial three (3) year term of this agreement. For the renewal terms of this Agreement, if the Contractor proposes to make a price adjustment, the Contractor shall first give the City written notice thereof, with explanations stated for the price adjustment, and such notice shall be given at least one hundred-twenty (120) calendar days prior to the one (1) year renewal term for which the price adjustment is sought. Nothing contained herein shall affect the City's right to terminate this Agreement for Convenience as provided herein.
- L. **Familiarity with The Work:** The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of

conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Agreement.

Section 6. Miscellaneous Provisions:

- A. The Contractor shall not employ subcontractors without the advance written permission of the City.
- B. No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an approved disposal location.
- G. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- H. This Agreement is considered a non-exclusive Agreement between the parties.
- I. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement.
- J. Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contractor and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. The parties further agree that the sole and

exclusive venue for any action to enforce this agreement shall be in The Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

- K. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that it is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- M. This Agreement, including Exhibit "A" and Exhibit "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, Contractor and the City have caused this Agreement for Landscaping, Landscape Maintenance, and Mowing Services to be executed by their duly authorized officers as of the day and year first above written.

CONTRACTOR: _____

BY: _____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

OWNER: CITY OF OCOEE, FLORIDA

ATTEST:

APPROVED:

BY: _____
Melanie Sibbitt, City Clerk

BY: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY

APPROVED BY CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, 2020, under Agenda Item _____.

this _____ day of _____, 2020

SHUFFIELD, LOWMAN & WILSON, P.A.

BY: _____
Scott A. Cookson, City Attorney

END OF SECTION

EXHIBIT F
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida,
as Owner, in the penal sum of, (5 percent of the Contract Bid) \$ _____

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **RFP #20-005 Landscaping, Landscape Maintenance, and Mowing Services.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
--	---

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
<p>_____</p> <p>(Individual's Signature)</p> <p>_____</p> <p>(Individual's Signature)</p> <p>doing business as _____</p> <p>_____</p> <p>(Business Address)</p> <p>_____</p> <p>(Telephone No.) (Florida License No.)</p>	<p>(1) _____</p> <p>(Witness)</p> <p>(2) _____</p> <p>(Witness)</p> <p>(SEAL)</p>

If Bidder is PARTNERSHIP , complete this signature block.	
<p>_____</p> <p>(Partnership Name)</p> <p>_____</p> <p>(General Partner's Signature)</p> <p>_____</p> <p>(General Partner's Name)</p> <p>_____</p> <p>(Business Address)</p> <p>_____</p> <p>(Telephone No.) (Florida License No.)</p>	<p>(1) _____</p> <p>(Witness)</p> <p>2) _____</p> <p>(Witness)</p> <p>(SEAL)</p>

If Bidder is CORPORATION , complete this signature block.	
<hr/> <div>(Corporation Name)</div>	(1) <hr/> <div>(Witness)</div>
<hr/> <div>(State of Incorporation)</div>	(2) <hr/> <div>(Witness)</div>
By: <hr/> <div>(Name of Person Authorized to Sign - See Note 1)</div>	<div>(SEAL)</div>
<hr/> <div>(Title)</div>	
<hr/> <div>(Authorized Signature)</div>	
<hr/> <div>(Corporation President)</div>	
<hr/> <div>(Business Address)</div>	
<div><hr/><div>(Telephone No.)</div><hr/><div>(Florida License No.)</div></div>	

SURETY

<p>_____</p> <p>(Surety Business Name)</p> <p>_____</p> <p>(Principal Place of Business)</p> <p>By: _____</p> <p>(Surety Agent's Signature - See Note 2)</p> <p>_____</p> <p>(Surety Agent's Name)</p> <p>_____</p> <p>(Surety Agent's Title)</p> <p>_____</p> <p>(Business Name of Local Agent for Surety)</p> <p>_____</p> <p>(Business Address)</p> <p>_____</p> <p>(Telephone No.) _____</p> <p>(Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) _____</p> <p>(Witness)</p> <p>(2) _____</p> <p>(Witness)</p> <p>Attest: (If Agency is a Corporation)</p> <p>_____</p> <p>(Corporate Secretary Signature)</p> <p>_____</p> <p>(Corporate Secretary Name)</p> <p>(Corporate Seal)</p>
--	---

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF _____)

COUNTY OR CITY OF _____)

Before me, a Notary Public, came _____ by means of ☐ physical presence or ☐ online notarization known to me, and known to be the Attorney-in-Fact of _____, a _____ Corporation, which
(Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

_____ were affixed by order and authority of said Company's Board of Directors,
(Surety Company)

and that the execution of the attached bond is the free act and deed of _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____

END OF SECTION

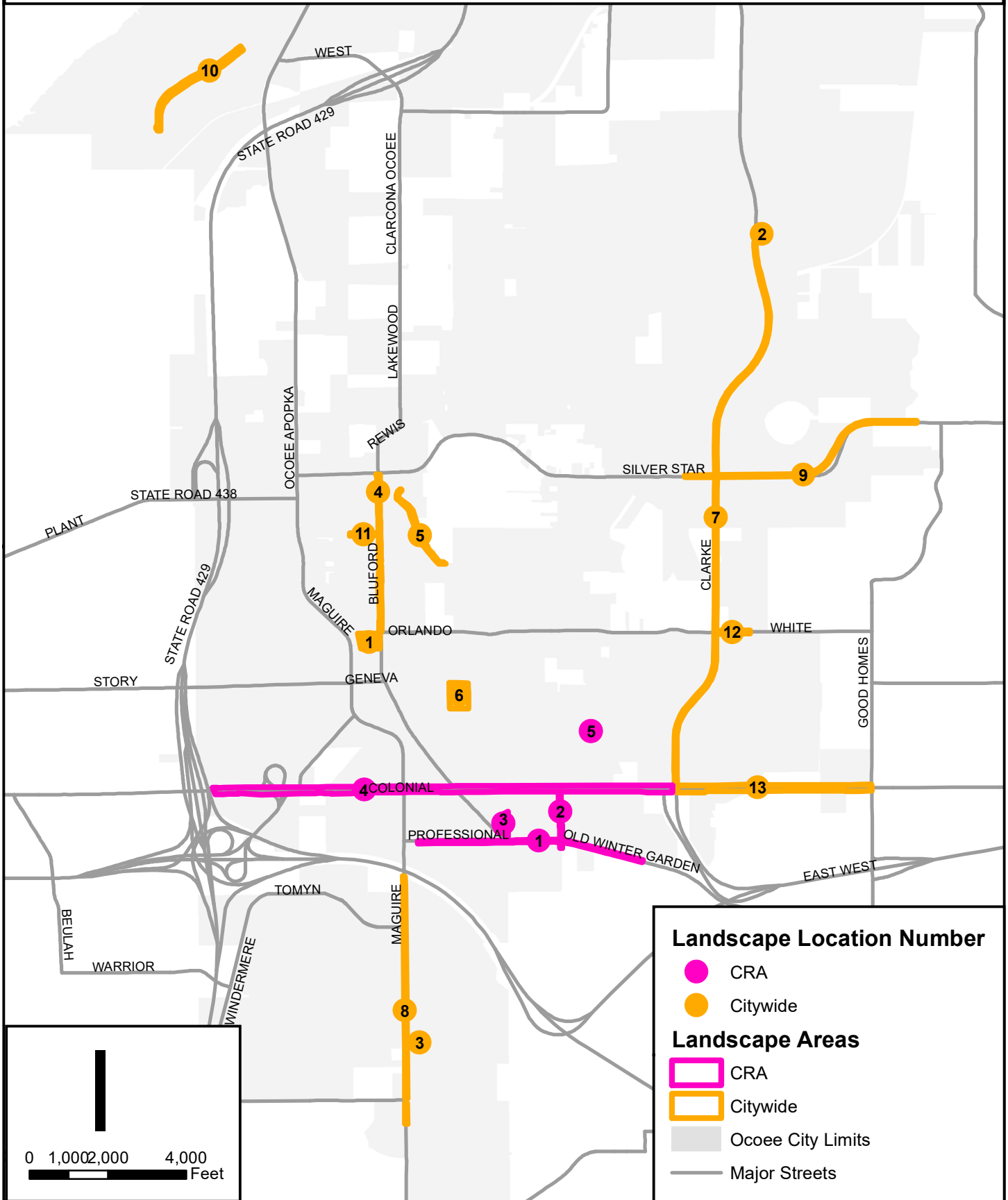
EXHIBIT “B”

LOCATION MAPS

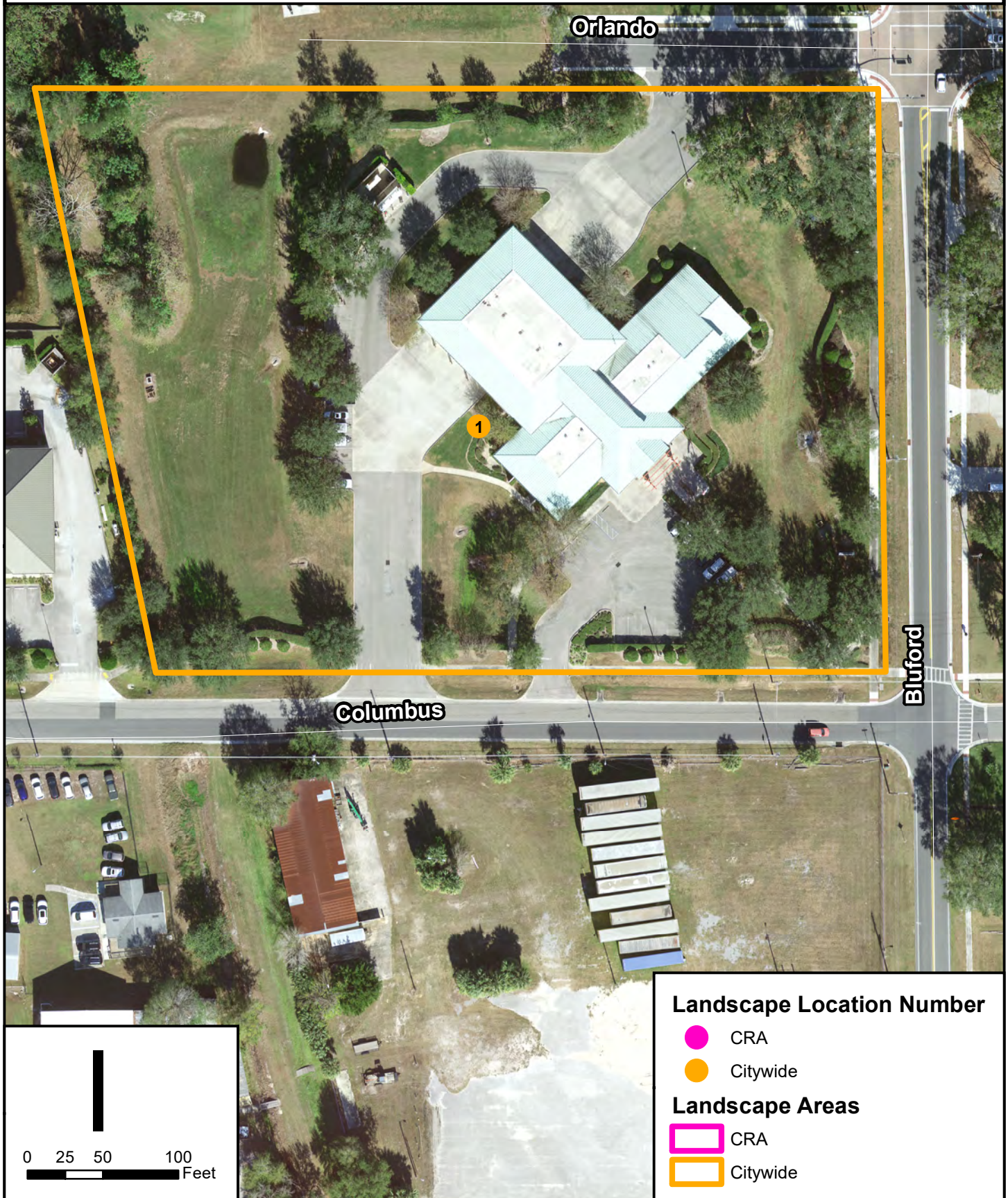
RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

General Location Map

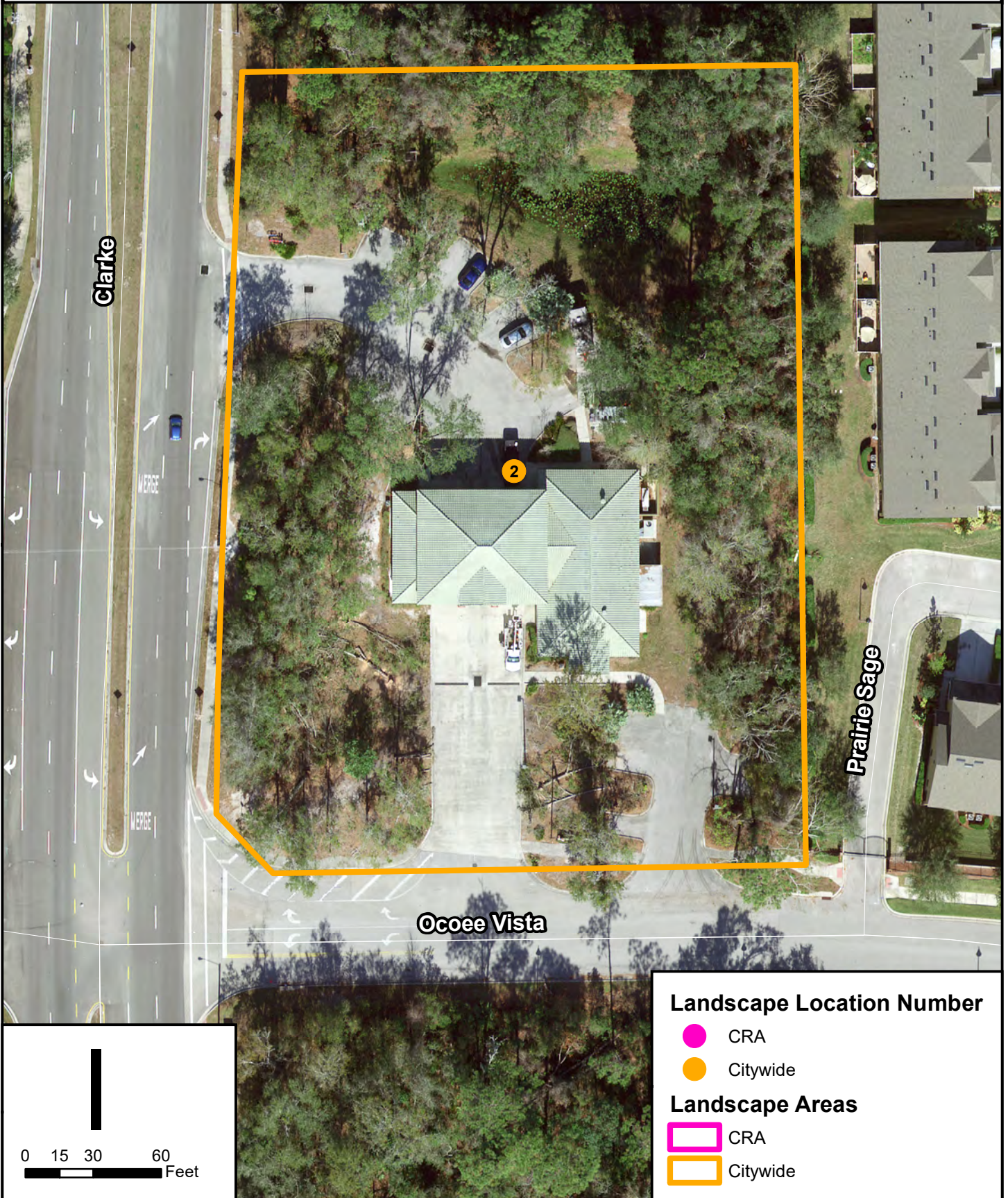
RFP #20-005 Landscaping, Landscape Maintenance, and Mowing Services



Location Number 1
Fire Station 25
563 S. Bluford Avenue



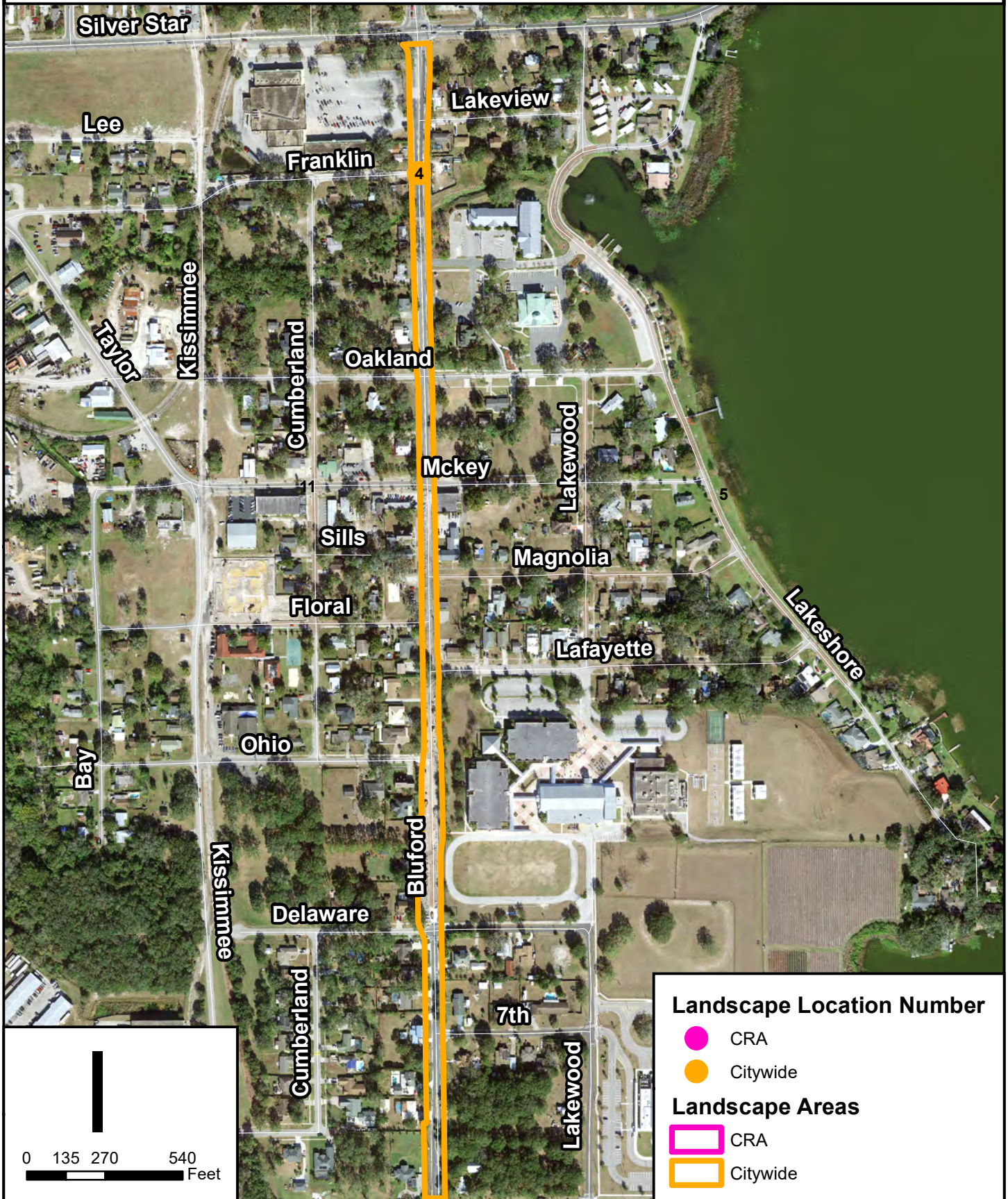
Location Number 2
Fire Station 26
1500 N. Clarke Road



Location Number 3
Fire Station 39
2500 S. Maguire Road



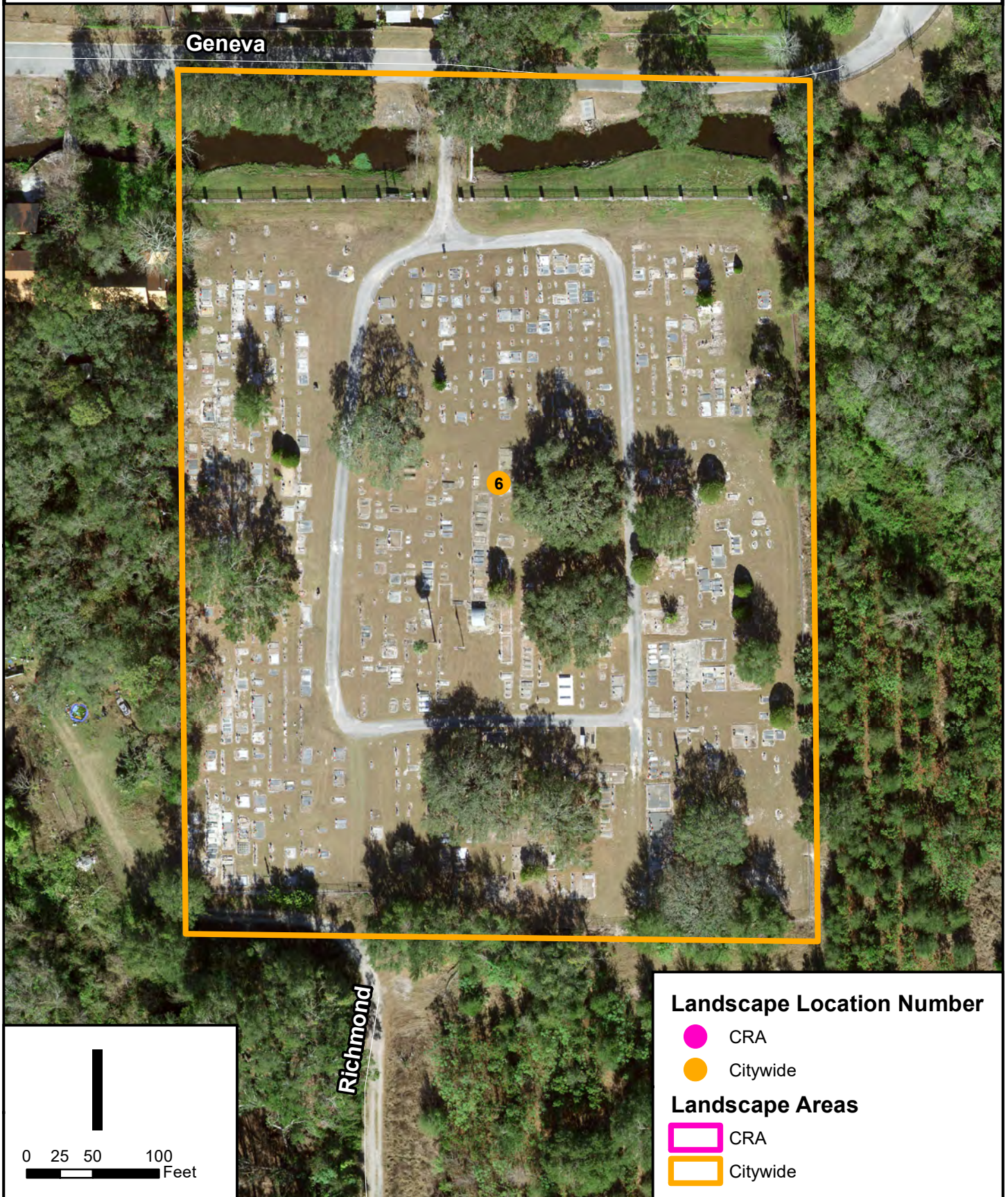
Location Number 4
Bluford Avenue ROW and Median
Orlando Avenue to Silver Star Road



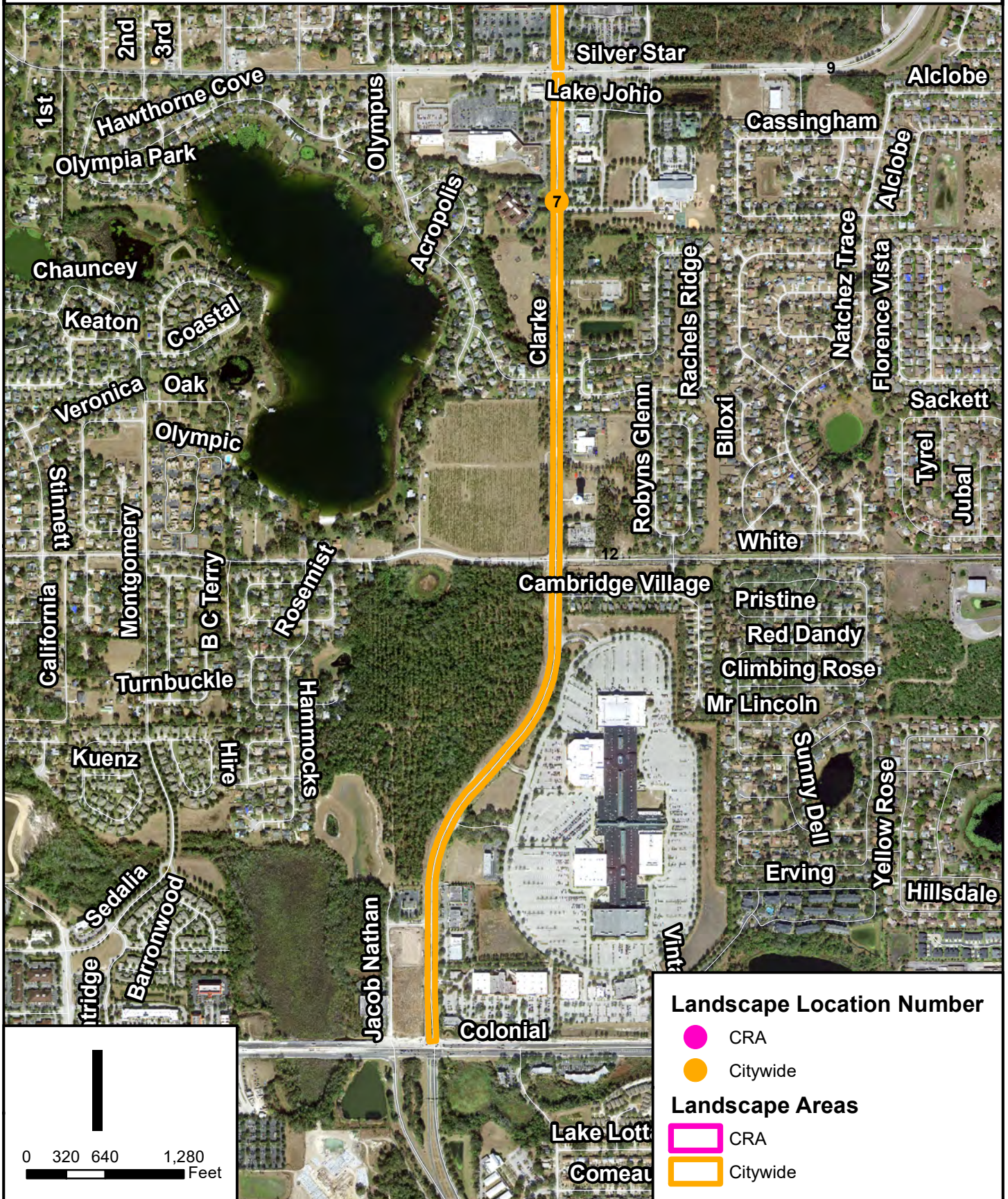
Location Number 5
Lakeshore Dr east side only
East side of Lakeshore Park



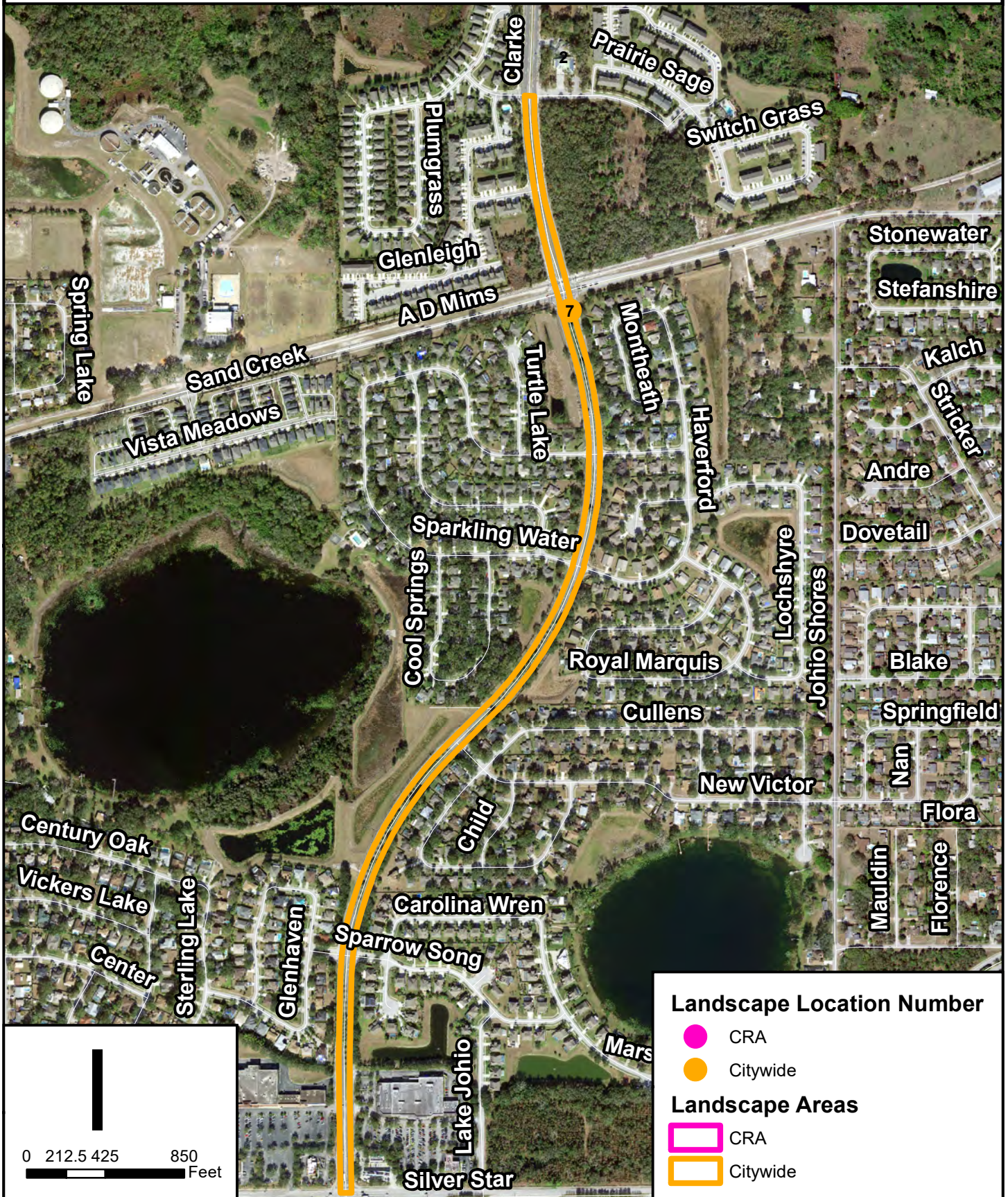
Location Number 6
Ocoee Cemetery
368 E. Geneva Street



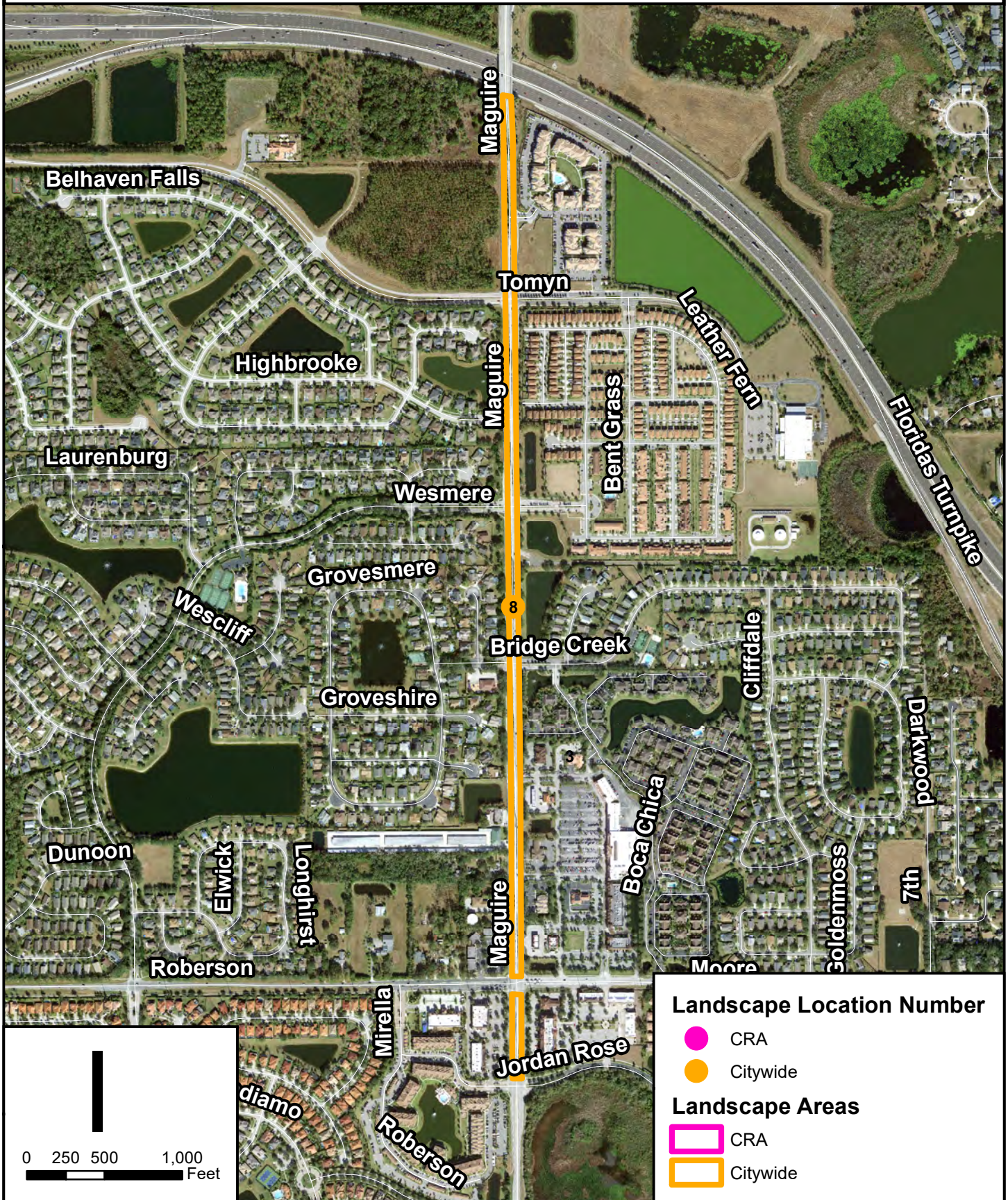
Location Number 7
Clarke Road ROW, including medians
SR 50 to Silver Star Road (south end)



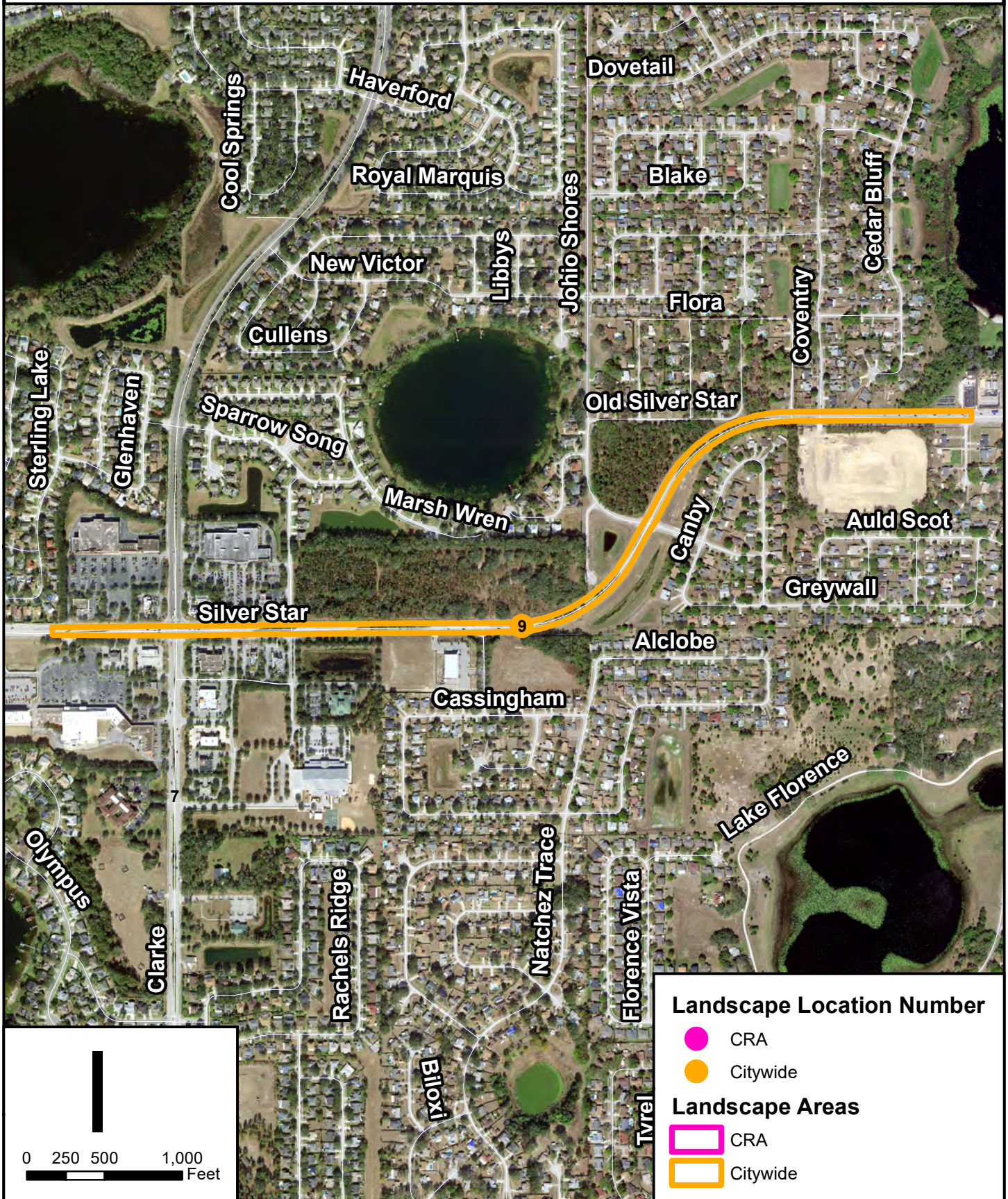
Location Number 7 - Continued
Clarke Road ROW, including medians
Silver Star Road to FS 26 (north end)



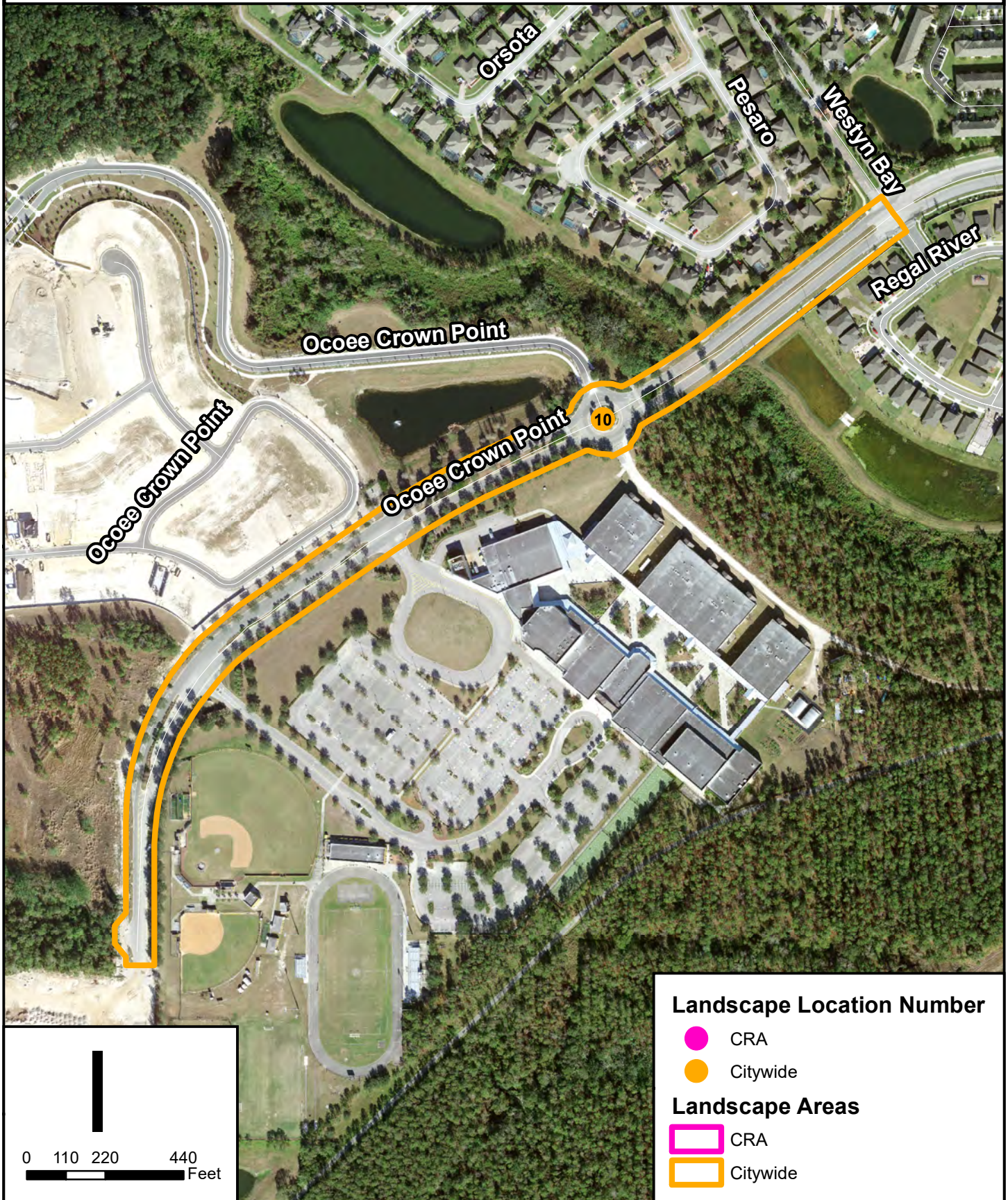
Location Number 8
Maguire Road medians
Jordan Rose Avenue to Turnpike Bridge



Location Number 9
Silver Star Road ROW including medians
Clarke Road east to City limit



Location Number 10
Ocoee Crown Point Road medians
Southern terminus at High School to Westyn Bay Boulevard



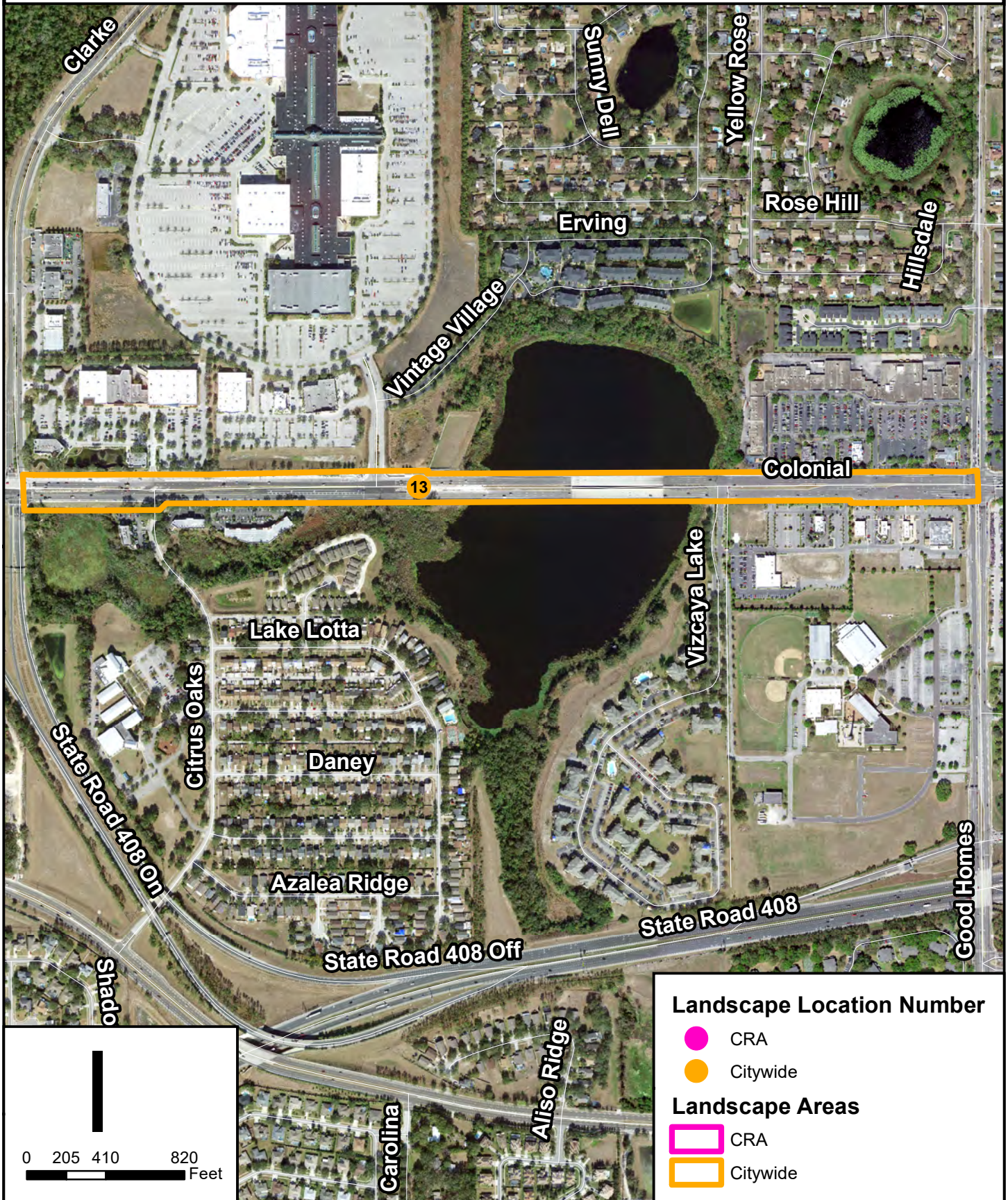
Location Number 11
McKey Street Streetscape
Kissimmee Avenue to Bluford Avenue



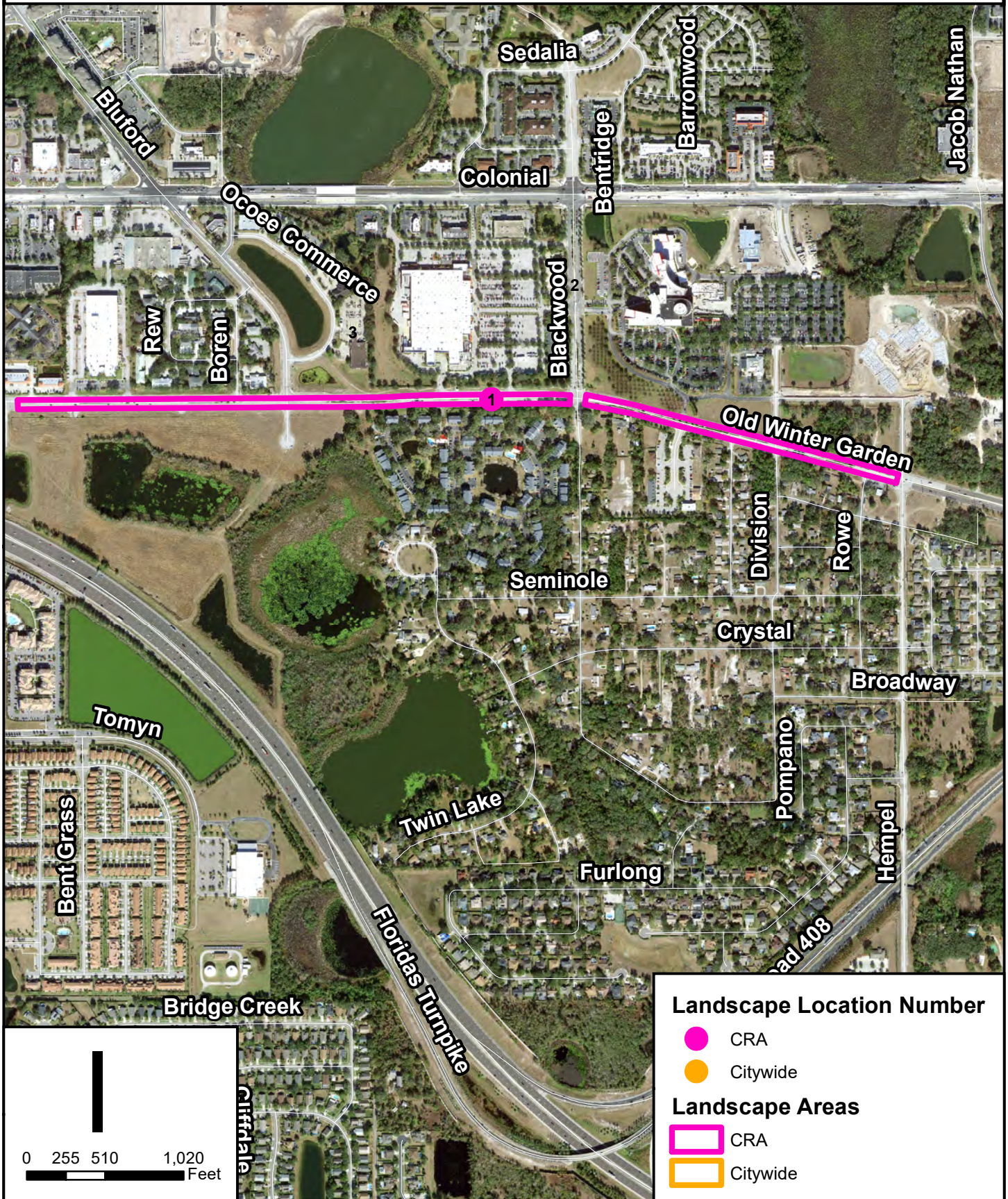
Location Number 12
Median on White Road
East of Clarke Road



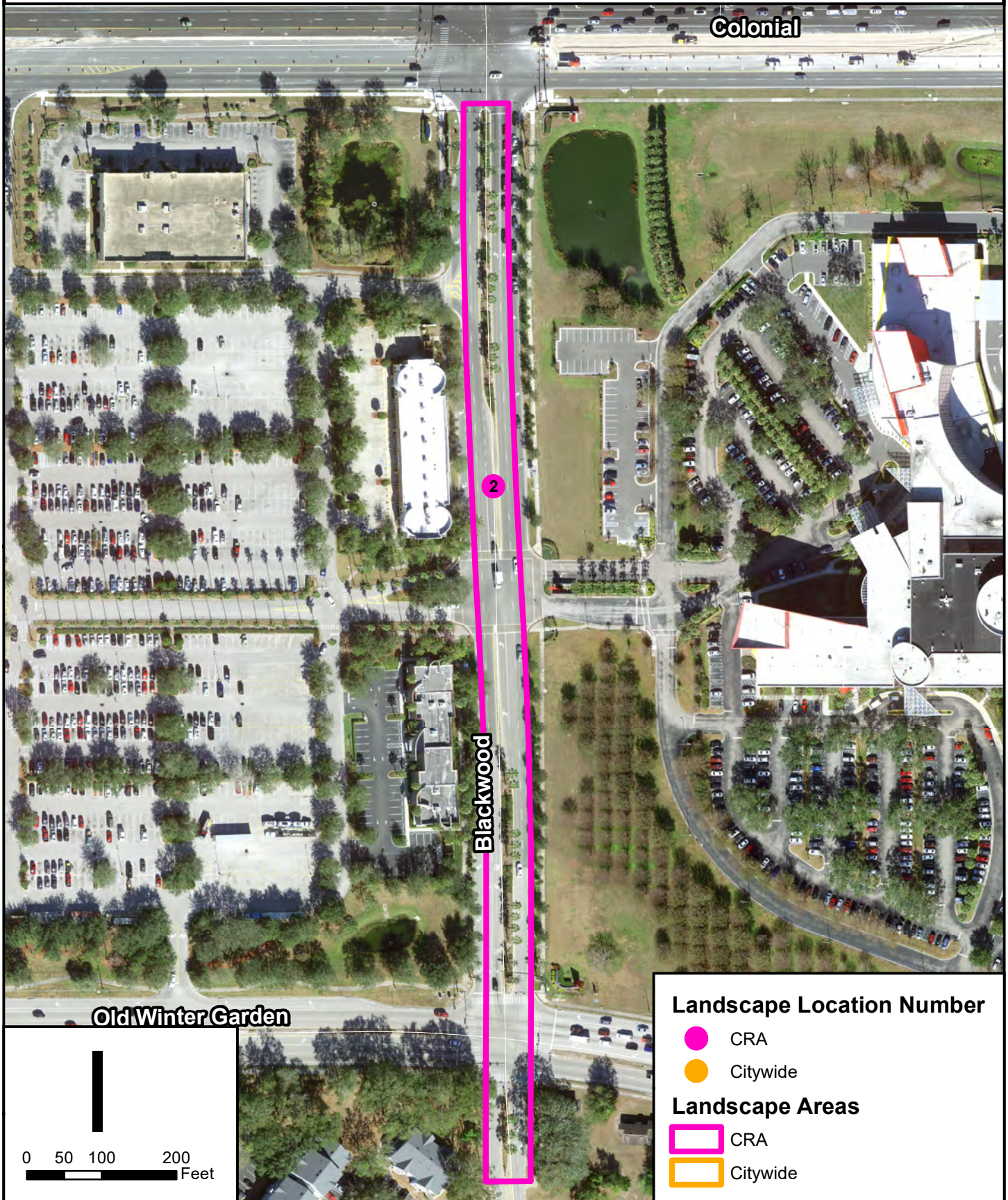
Location Number 13
SR 50 ROW including medians
Clarke Road to Good Homes Road



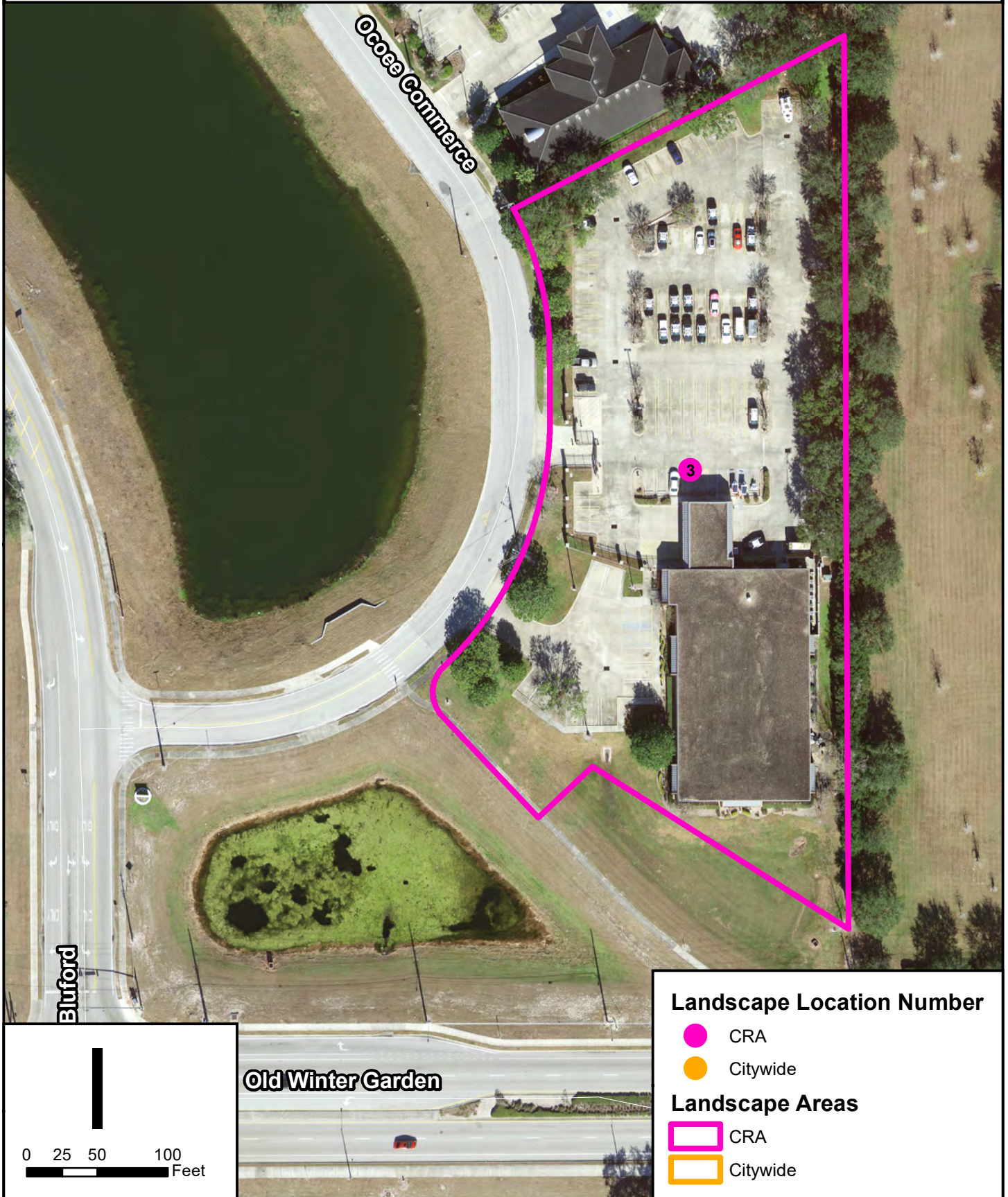
CRA Location Number 1
Old Winter Garden Road ROW including medians
Maguire Road to median just east of Hempel Avenue



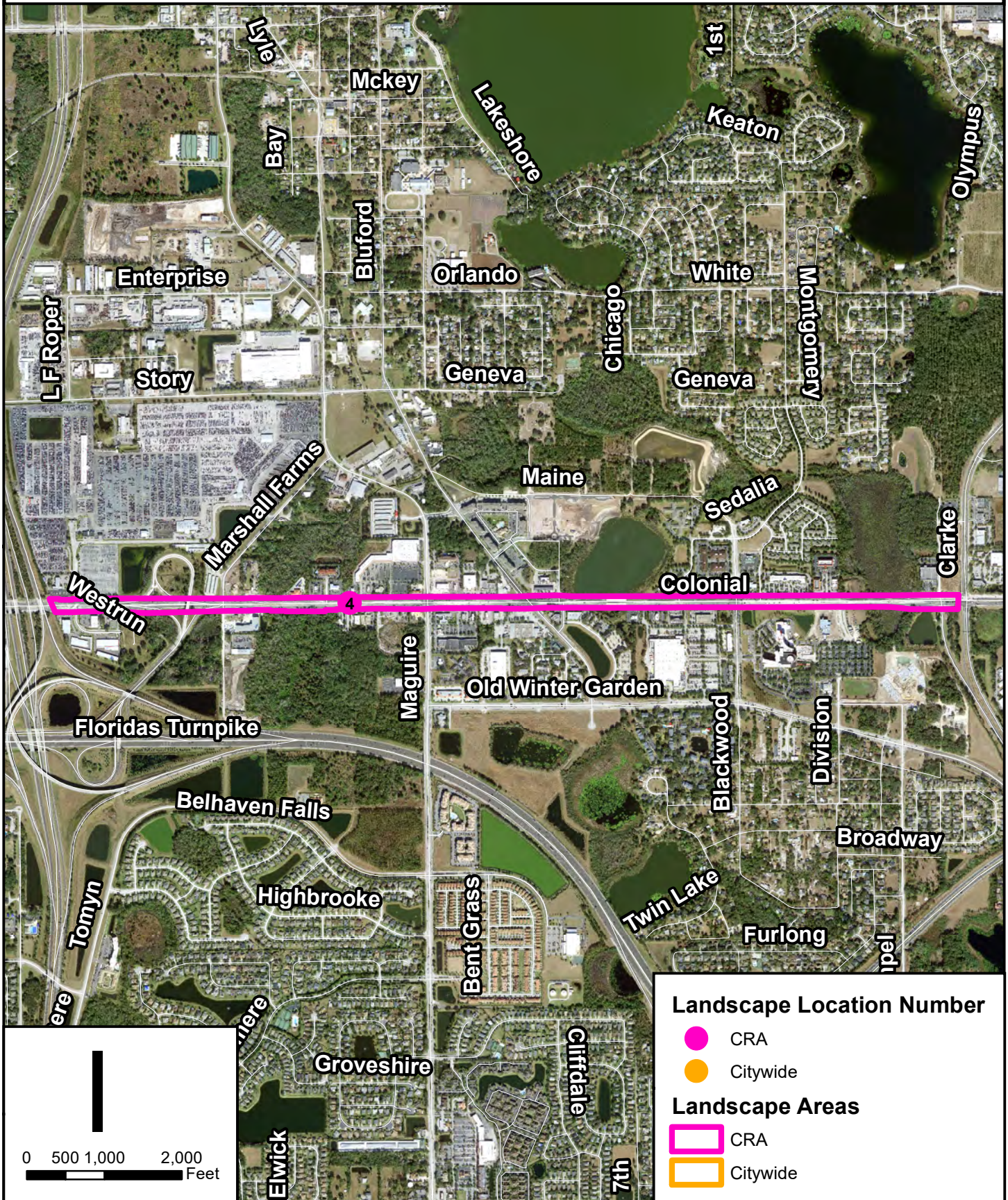
CRA Location Number 2
S. Blackwood Avenue medians
Old Winter Garden Road to SR 50



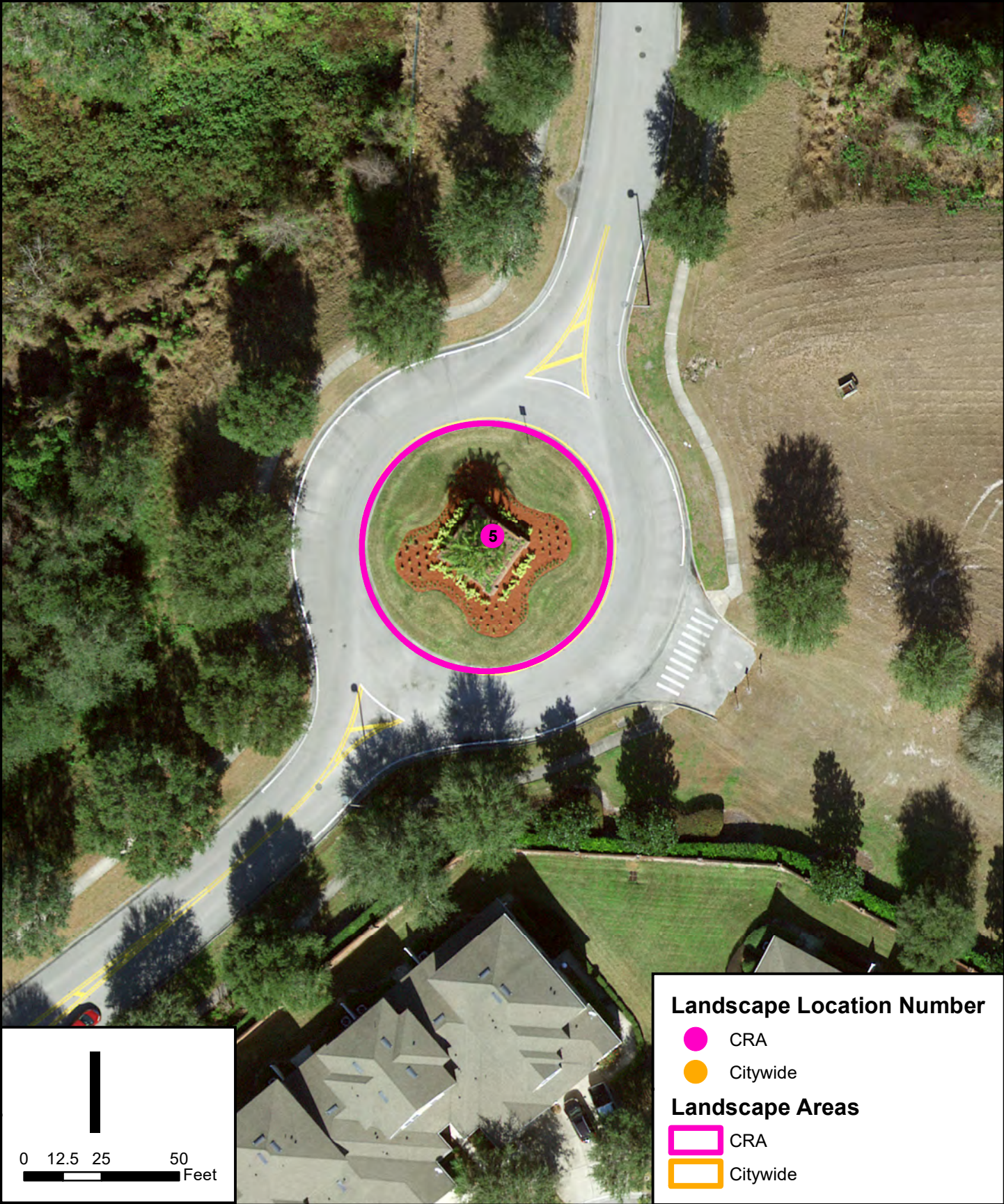
CRA Location Number 3
Ocoee Police Station
646 Ocoee Commerce Parkway



CRA Location Number 4
SR 50 ROW including medians
SR 429 to Clarke Road



CRA Location Number 5
Roundabout
Montgomery Road



Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

June 9, 2020

**ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #20-005**

LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

This addendum shall modify and become a part of the original RFP documents for Landscaping, Landscape Maintenance, and Mowing Services. This addendum consists of one hundred twenty (120) pages, including attachments. Respondents shall acknowledge receipt of this addendum in the space provided on Page 19 of the RFP. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFP documents are as follows:

- Q1. In area 10 across the street from Baseball fields, there is a side of the road that is not currently being maintained. Do you want us to maintain as is, or would you want these areas knocked down and mowed at same frequencies as other areas?
- A1. **Site 10 is East Crown Point Parkway and this site is for the medians only.**
- Q2. Will spraying of herbicides around head stones at cemetery be allowed?
- A2. **Yes.**
- Q3. Do you want the head stones at cemetery to be blown off after mowing?
- A3. **Yes.**
- Q4. How many fertilizations on turf is required? It only mentions frequency of ground cover, shrubs, trees, and palms.
- A4. **Contract is to provide a schedule for turf as called for in the Scope of Work, Section G. Fertilization (Page 28 of the RFP); however, it should be at a minimum the same timing as shrubs and groundcover.**
- Q5. Will contractor be responsible for monthly irrigation inspections or will this be responsibility of the city? It states that contractor is to inspect irrigation system after each mow, but does this mean just do a visual inspection to make sure there are no broken heads laying in turf or

sidewalk? Just trying to understand our responsibility with the irrigation as the RFP section that covers it is a little confusing. I want to make sure we price accordingly.

A5. The City has in-house irrigation technicians that the contractor will work with. Additionally, please refer to the Scope of Work, Section F. Irrigation (Page 27 of the RFP).

Q6. Will MOT be required for medians along roadways?

A6. Yes.

Q7. Are we required to bid on all sections of RFP? Will individual sections be awarded to different contractors or do you anticipate awarding all sections to one vendor?

A7. The intent of the City is to award the entire contract to one contractor. Please refer to Exhibit C, Price Proposal Form.

Q8. How do we access fenced in areas of Police station to service? CRA Section 3. Any restrictions on timing of service?

A8. Information regarding the timing of service and accessing this area for landscaping purposes will be provided to the contractor after contract award.

Q9. Do you have final landscape install plans for 13B and 4B?

A9. Yes, attached are the design plans for Maguire Road (8) and SR 50 (CRA 4 and 13). There are a few field changes but nothing that changes the overall maintenance requirements.

Q10. The Scope of Work Exhibit A, Section F., Irrigation mentions inspection of the irrigation system before the contract begins and also for the contractor to inspect the irrigation system before each mowing service to ensure no damage to the system. The RFP does not mention specifics about monthly irrigation system inspections by an irrigation technician. Do you want us to include monthly irrigation system inspections or is that something the City of Ocoee does in-house or with a separate contract?

A11. The City has in-house irrigation technicians that the contractor will work with.

Q12. Is the scope of service for SR50 for the center medians only?

A12. The medians of SR 50 will be maintained by the current landscape installer from August 1, 2020 to July 30, 2021. During this time period, the landscape maintenance contractor will be responsible for the mowing of the north and south right-of-way only. A price should be provided for the first year for the ROW only and then a price provided for the monthly increase to take over the maintenance of the medians in August 2021.

Q13. Is the new landscaping being installed on SR50 medians going to be the same types of plant material that is currently being installed (Sylvester palms, bedding plants, turf)?

A13. **Yes. See the landscape plans included with this addendum.**

Shannon Hopper

Shannon Hopper
Purchasing Technician

cc: Evaluation Committee

Attachments: Plans - SR 50 Medians from SR 429 to Good Homes Road (71 pages)
Revised Plan Sheets - SR 50 Medians from SR 429 to Good Homes Road (25 pages)
Plans - Maguire Road Medians (21 pages)



CEPRA
LANDSCAPE

City of Ocoee

RFP #20-005

Landscaping, Landscape
Maintenance, and
Mowing Services

We're not the Biggest Landscape Company,
we're the most dedicated.



PO Box 865
Oakland, FL 34760
Office: 407.287.5622
cepralandscape.com

June 16, 2020

Shannon Hopper
Purchasing Technician
City of Ocoee
150 N Lakeshore Drive
Ocoee, FL 34761

RE: Landscape Maintenance Proposal
RFP #20-005

Dear Shannon,

Thank you for this opportunity to present the proposal for the City of Ocoee, Landscaping, Landscape Maintenance, and Mowing Services. Cepra Landscape is a locally owned business committed to providing our customers with the best value possible in the landscape industry.

Our company rests on three pillars: (1) Unparalleled customer service, (2) expertise of our employees, and (3) our beautiful landscapes. These three pillars serve as the foundation for ancillary brand benefits including attention to detail, educated decision making, personalized service, and a seamless customer experience. Our difference is solid.

We strive to constantly exceed expectations by providing outstanding results in both product and service. Our goal is to create lasting partnerships and work with customers who truly believe in what we do.

We look forward to working with you. Please contact us should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dain Charbonneau", with a long horizontal flourish extending to the right.

Dain Charbonneau
Director of Business Development



Section 1

Company Information



Although officially started in early 2015, the seeds of CEPRA began to take root many years ago. After more than 28 years of combined experience managing, maintaining, and developing landscapes in both corporate and residential capacities, CEPRA founders saw an opportune moment to start their own landscape company—**one that would be built on the grounds that nothing is more important than exceeding the customer's expectations.**

Our Belief System

- We believe that every customer is a long-term relationship opportunity and a true partner to our success.
- We believe that our employees are our biggest asset and that they should share our dedication to landscaping and our passion for customer service.
- We believe that every landscape should be beautiful and functional with minimal impact to the natural environment.
- We believe that our reputation is everything.
- We believe in always learning and in challenging the status quo-for continual advancement and growth.

Who We Work With

Commercial Office & Retail Buildings
Multi-Family Residential
Community Development Districts
HOA's, COA, and POA's
Residential Estates
Mandatory Maintenance Residential Communities

Offices Orlando / Oakland, Ocala and Tampa



Customers



Employees



Product



Reputation



Advancement

FNGLA Certified Landscape
Contractor #CC5-0234

State Certified Pest Control
Operator #JF152443

Florida Green Industries-Best
Management Practices
Certified

OSHA 30 Certified-
Construction Industry

Fully Licensed and Insured

Discover **CEPRA** and See the difference.



Services

Landscape Management – Cepra Landscape is built on its backbone of commercial grounds maintenance services. Most people don't realize that in order to achieve the best product possible you must be able to control all the variables of a landscape. Cepra completes all its services in-house to guarantee you get the best landscape management with no finger pointing. By controlling all aspects of your landscape we can guarantee you the best product while utilizing the full potential of your property.

Irrigation Management – Cepra Landscape evaluates the full picture when it comes to water management in your landscape. We don't just fix sprinklers, we manage your system as a whole. We believe irrigation management is a critical component to a successful landscape management program which is why we include it in all of our landscape management programs. By incorporating the irrigation system with consideration for design, maintenance, and technology, we can improve a landscape and its long term sustainability as well as reduce costs for our customers.

Landscape Enhancement – Cepra Landscape provides all the services and resources needed to update, renovate, or simply build and create your dream landscape. From in-house design services to installation of flowers, shrubs, and trees we do it all. We pride ourselves in designing sustainable landscapes that provide long term solutions to your property's needs. We build your landscape to fill your needs for many years to come. We know that the right plant in the right place can make all the difference in the presentation of your landscape.

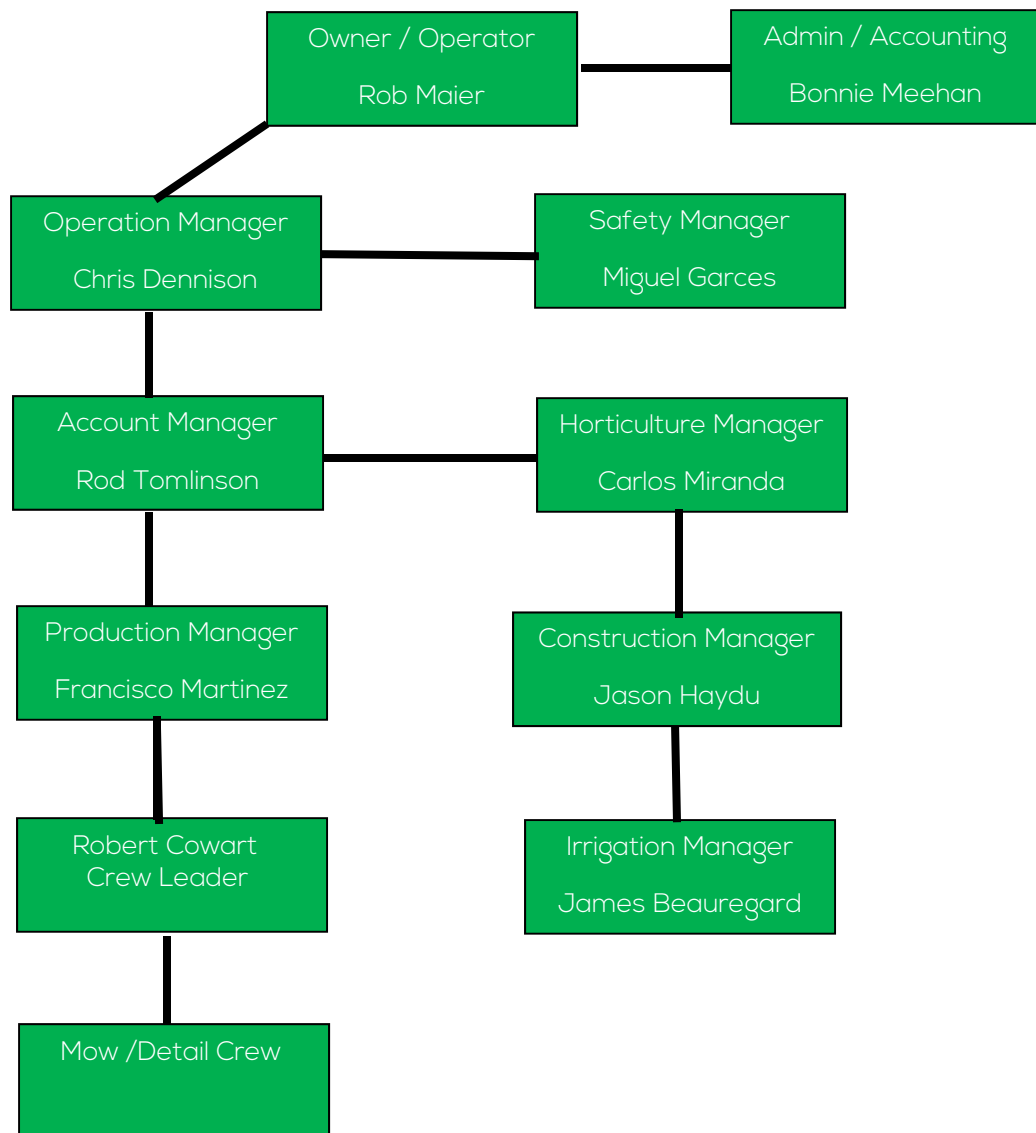
Horticulture Services – Cepra Landscape includes horticulture service with all its landscape management customers to ensure they achieve the best results possible. Cepra works side by side with industry professionals to ensure that the horticulture program is designed to match your properties needs as well as complying with the local laws and regulations. Cepra uses a strong foundation of IPM to ensure that the best products are used with minimal cost to the environment. We feel so strongly in our program that we guarantee our results.

Tree Care Services – Cepra Landscape works side by side with its team of arborists to evaluate the trees on your property and provide the best recommendations to sustain the beauty and prolong the life of your trees. Proper tree care and maintenance can help you avoid the difficult and expensive hassle of tree replacement. Cepra tree care services can range from pruning, fertilization, site inventory, long term planning, and removals. Trees are the foundation of the landscape and Cepra is here to care for them.

Misc. Services – At Cepra Landscape we consider ourselves a full service landscape provider. In addition to our landscape management services, we provide all the services needed to assist our customers in beautifying their site. These additional services range from Landscape Lighting, Pressure Washing, Hardscapes, Holiday Decorations, Handy Man Services, and many other outdoor services.



City of Ocoee Staffing Chart





Key Staff Member Experience

City of Ocoee

- **Rob Maier, Owner / Operator**

23 years Landscape and Irrigation Maintenance Experience

A.S. Degree – Horticulture

FNGLA Certified Landscape Contractor, #CC5-0234

State Certified Pest Control Operator

Florida Green Industries – BMP Certified

Rob was acting Branch Manager when Valleycrest (currently Brightview) was initially awarded the contract around 2008. Rob helped set up the initial trust based relationship and was involved in setting the job up from a production standpoint. Rob has extensive knowledge dealing with government entities through out his career. Working with the Baldwin Park CDD and City of Tavares over the past few years along with currently helping with The Villages and Lake Nona CDD's.

- **Chris Dennison, Operations Manager**

20 years Landscape and Irrigation Maintenance Experience

B.S. Degree - Landscape Horticulture Auburn University

Florida Green Industries - BMP Certified

Chris was acting Branch Manager for Valleycrest that oversaw operations for City of Ocoee prior to departing Brightview in 2016 to join the Cepra Team. Chris currently is heavily involved with all aspects of operations for the Lake Nona CDD portfolio. Chris was also involved with various operational roles with the Baldwin Park CDD a few years back.

- **Rod Tomlinson, Account Manager**

40 years Landscape and Irrigation Maintenance Experience

A.S. Degree – Horticulture from the Oklahoma State University

Florida Green Industries – BMP Certified

Rod has been in the Central Florida industry for so long he has seen about all the industry can hand out. Rod is a true horticulturist with a passion for perfection. A family man that understands and teaches a safe work environment.

- **Jason Haydu, Landscape Construction and Install Branch Manager**

13 Years Landscape Maintenance, Irrigation and Construction Experience

B.S. Degree – Agribusiness University of Florida

OSHA Fall Protection Certified

MOT Advanced Certified

Florida Green Industries – BMP Certified

Jason has extensive knowledge of the City of Ocoee as he was the first crew leader for Valleycrest when upon them being awarded the contract. He then oversaw the entire operations for the City of Ocoee in some fashion until his departure of Brightview in 2017 to join the Cepra team. After reviewing the site, most areas are still the same so a transition would be seamless.

- **Francisco Martinez, Production Manager (100%)**

30 years Landscape and Irrigation experience

BMP Certified

Spray ID Card Holder

- **Harold Castro, Irrigation Specialist**

20 Years in Irrigation Industry

Hunter and Rainbird Factory Trained

Harold helped manage the irrigation for the City of Ocoee during his tenure at Valleycrest prior to him departing and joining the Cepra Team. Harold has knowledge of POC and clock locations for most if not all the areas we are proposing to maintain.

- **James Beauregard, Irrigation Manager**

33 Years' experience in irrigation industry

Maxicom certified

Hunter and Rainbird Factory Trained

- **Miguel Garces, Safety and Quality Control Manager**

15 years Landscape and Irrigation experience

State Certified Pest Control Operator - #JF104641

OSHA 30 Certified – Construction Safety and Health

Florida Green Industries Instructor

SWPPP Certified

MOT Certified

CPR, AED and Basic First Aid Certified

- **Carlos Miranda, Horticulturist**

20 Years Landscape and Irrigation experience

BMP Certified

State Certified Pest Control Operator - #JE58374

- **Bonnie Meehan, Accountant / Administrator**

16 years' admin experience in landscape industry

Experience with OCIP contracts and compliance

Registered Notary

- **Nick Ray, Landscape Designer**

B.S. Degree Landscape Horticulture

Utilizes software to create before and after images of possible enhancement areas.

- Over 23 years of experience in the landscape industry throughout Central Florida
- Hands on approach with both customers and employees to achieve superior results
- Thrives on exceeding customer's expectations every time
- Previously one of the top performing Branch Managers



Key Strengths

Customer Service
Customer Retention
Account Management
Project Planning and Mgt.
Territory Development
Quality Control
Team Leadership/Development
Team Building
Operational Efficiency
Problem Solving
Workplace Safety

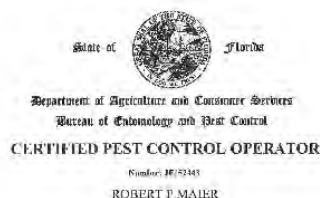
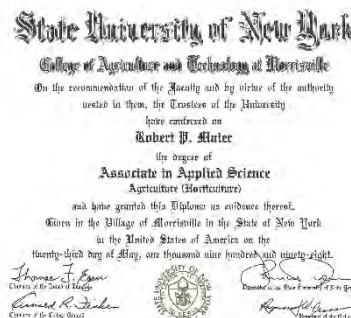
Education and Training

State University of New York,
A.S. Degree- Horticulture

FNGLA Certified Landscape
Contractor #CC5-0234

State Certified Pest Control
Operator #JF152443

Florida Green Industries-Best
Management Practices



Construction Manager

- Jason has 13 years of experience working in the landscape industry in Central Florida with about 10 years of the time working directly with the City of Ocoee.
- Provides excellent customer service by listening and providing what the customer wants.
- Well versed in landscape design and installation, irrigation, disease and pest management, and general landscape maintenance



Key Strengths

Customer Service

Account Management

Project Planning and

Mgt. Quality Control

Team Leadership

Team Building

Operational Efficiency

Safety Education

Education and Training

University of Florida
Bachelor of Science in Food and
Resource

Economics with a Specialization
in Ag.

Business Management

Green Industries BMP Certified

Commercial Landscape

Pesticide and Fertilizer

Applicator License

OSHA Fall Protection
Certified

Maintenance of Traffic
(Intermediate) Certified

- Over 40 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Account Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance



Key Responsibilities - Rod will be on the site regularly and will be the single point of contact for The City Of Ocoee's landscape needs. Rod will schedule site walks and generate communication tools for the city. He will be responsible for setting weekly schedules and will manage all ancillary service lines such as technical resources and tree care when they are needed on the site.

Key Strengths

Team Leadership
Team Building
Customer Service
Training and Development
Strategic Planning
Account Management
Quality Control
Operational Efficiency
Safety Education

Education and Training

Oklahoma State University
Bachelor of Science in
Agriculture

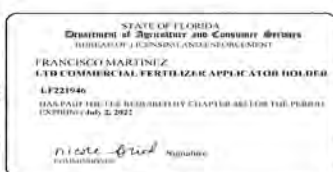
Florida Green Industries-Best
Management Practices
Certified

State of Florida-Spray ID
Card Holder

Fransisco Martinez

Production Specialist

Your Production Specialist will be Fransisco Martinez. Fransisco has over 30 years of landscape experience in the Orlando area. Rod and Fransisco have been working together for the past 10 years between Valleycrest / Brightview and CEPRA. Fransisco has been on the Cepra team 1 year. Fransisco has extensive knowledge dealing with most aspects of the landscape field including irrigation management, renovation, tree pruning and installation.



Key Responsibilities - Fransisco will be on the site regularly with his main responsibility being assisting Rod on quality control as well as scheduling maintenance tasks each week. Fransisco is capable of making irrigation repairs, scheduling irrigation clocks, identifying and treating for various pests and disease issues that we might encounter. Fransisco communicates with Rod and the crew on a daily basis.

Key Strengths

- Team Leadership
- Team Building
- Customer Service
- Training and Development
- Strategic Planning
- Quality Control
- Safety Education

Education and Training

- AFI Florida Green Industries-Best Management Practices Certified
- State of Florida-Spray ID Card Holder
- MOT Certified
- CEPRA Production Systems
- Bilingual

Robert Cowart

Crew Leader

Your Crew Leader will be Robert Cowart. Robert has over 15 years of landscape experience in the Orlando area. Robert has been on the CEPRA team for 2 years. Safety is critical and is the number one responsibility for Robert. It is his responsibility to make sure his guys return to there families after a hard days work. Robert has extensive knowledge dealing with efficiencies on jobs and does a great job communicating with Fransisco and Rod.



Key Responsibilities – Robert will be on site daily (Monday through Thursday) with his main responsibility being managing the maintenance team assembled for the City of Ocoee. He interacts daily with Rod and Fransisco about specific maintenance tasks needing to be complete along with managing schedules given to him by Rod or Fransisco. As mentioned above, Robert is a great communicator and has the knowledge to identify pest and irrigation issues that may arise on the job.



Key Strengths

Team Leadership

Team Building

Customer Service

Training and Development

Quality Control

Safety Education

Education and Training

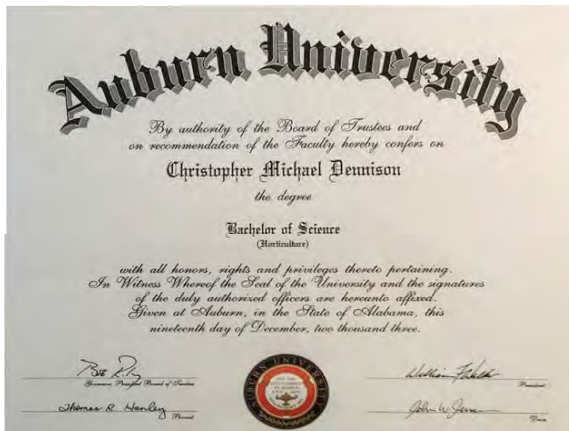
Florida Green Industries-Best Management Practices Certified

State of Florida-Spray ID Card Holder

MOT Certified

CEPRA Production Systems

- Over 20 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Branch Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance



Key Responsibilities: Chris's role as a branch manager primary falls with overall quality control while being a resource for Rod. Chris manages all aspects of the Orlando Maintenance branch operations. In saying that, Rod is an Account Manager that seldom needs a lot of help or attention as he is very self-reliant with his portfolio.



Key Strengths

Team Leadership
 Team Building
 Customer Service
 Training and Development
 Strategic Planning
 Account Management
 Quality Control
 Operational Efficiency
 Safety Education

Education and Training

Auburn University
 Bachelor of Science, Landscape
 Horticulture

Florida Green Industries-Best
 Management Practices
 Certified

State of Florida-Spray ID Card
 Holder

- Over 30 years of experience in the landscape industry throughout Central Florida
- Previously was the Certified Pest Control Operator for a large landscape company, managed the yearly planning and installation of the seasonal color and annually trained/certified the Green Industries Best Management Practices and FDACS-Identification Card Holders
- Knowledgeable in Seasonal Color Design, Selection, Installation and Maintenance, Disease/ Pest Management, State of Florida/County/City- Training & Licensing Requirements and Landscape Maintenance Sustainability



Key Strengths

Agronomic Execution
Horticultural Development
State and Local Licensing
Seasonal Color Management
Landscape Diagnosis
Quality Control
Customer Service
Work Place Safety

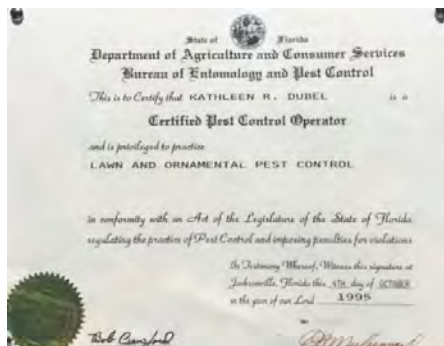
Education and Training

Bachelor of Science -
University of Florida
State of Florida Certified
Pest Control Operator
JF 8006

Florida Green Industries-
Best Management Practices
Certified Instructor
T-GV22332

FDACS LTD Commercial
Fertilizer Applicator

FNGLA Floriculture
Committee Member



Quality Control / Safety Manager

- Over 15 years of experience in the landscape industry throughout the Greater Orlando Market
- Previously a top performing Account Manager for a landscape company that excelled with safety, customer retention, and customer service
- Knowledgeable in all aspects including irrigation, design, drainage, installation, disease/pest management, and general maintenance

Education and Training

- B.S Degree - Horticulture
- Florida Green Industries-BMP Instructor
- State Certified Pest Control Operator, #JF104641
- Orange County Extension Horticultural Advisory Committee member
- OSHA 30 Certified-Construction Safety and Health
- MOT Certified



Key Strengths

Team Leadership
Team Building
Customer Service
Training and Development
Strategic Planning
Account Management
Quality Control
Operational Efficiency
Safety Education



City of Ocoee

Palm and Hardwood Pruning Subcontractor Partners



Enviro-Tree Service has been in business for 10 years in the Central Florida Market. Enviro-Tree currently conducts work for Disney along with a few city municipalities in Central Florida. CEPRA has partnered with Enviro-Tree since 2016 on tasks such as large removals, palm pruning and hardwood pruning.



- **Josh Tankersley, *President***
30 Years Arboricultural Industry Experience
ISA Certified Arborist



- **Steven Anderson, *Safety Manager***
10 Years Arboricultural Industry Experience
ISA Certified Arborist



Brandon Cipollone, OWNER

Advance Tree Pros was established by Orlando native, Brandon Cipollone, in 2004. The company expanded rapidly in 2005 after being awarded his first 3 year government contract at the age of 19. Brandon's vision has always been to grow the business to its fullest potential and to operate with integrity and excellence. Brandon has been an active member of The International Society Of Arboriculture since 2005 and competes yearly in the Florida Chapter Climbing Competition.



Alison Summersill, OPERATIONS MANAGER

Alison grew up on 50-acre Florida native nursery and tree farm where she got her start in the tree care industry. After receiving her Bachelor of Landscape Architecture from the University of Florida, she continued working in the tree care and the landscape field. She is currently progressing towards obtaining her ISA Arborist certification while maintaining her role as Treasurer for the Florida ISA and the Operations Manager of Advance Tree Pros.

City of Ocoee subcontractors cont.



- American Mulch & Ground Cover, LLC (AMG) specializes in commercial and residential sales and installation, including certified playground mulch. With locations in Tampa and Orlando, we are your one stop shop for competitively priced mulch installation in a timely fashion. We also offer direct to your door bulk deliveries. AMG provides service to all of Central Florida, Coast to Coast!



- Belkis Leonardo has been CEPRA's main contact for the past 3 years. Belkis has worked with American Mulch for the past 5 years. Belkis is a great communicator pertaining to work schedules and consistently follows thru on commitments made and always finds ways to meet deadlines. American Mulch and Belkis have been one of our best partners since commencing business in 2016



Cepra Landscape Licenses and Certifications





Cepra Landscape Licenses and Certifications





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
6223 DYLAN M GATZ
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CEPRA LANDSCAPE LLC
PO BOX 865
OAKLAND, FL 34760-0865

184-579-1

COVERAGES

CERTIFICATE NUMBER: 0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6110411	12/01/2019	12/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6110411	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	N	N	6110412	12/01/2019	12/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RENEW? (Y/N):

CERTIFICATE HOLDER

CANCELLATION

0 1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CEPRALAND1

BOGUES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Sally D'Autorio	
	PHONE (A/C, No, Ext): (407) 212-3551	FAX (A/C, No):
	E-MAIL ADDRESS: Sally.Dautorio@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FFVA Mutual Insurance Company	10385
INSURED Cepra Landscape LLC PO Box 865 Oakland, FL 34760	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC84000345002019A	12/1/2019	12/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CEPRA Landscape Current Personnel and Equipment

Employees

- (4) Operation Managers
- (8) Account Managers
- (12) Production Managers
- (12) Irrigation Technicians
- (4) Horticulture Technicians
- (200) Maintenance Gardeners
- (60) Install Gardeners
- (7) Administrative Support
- (1) Safety Officer
- (1) Fleet Manager

Trucks

- (29) Ford F 150's
- (63) Ford F 250's
- (2) Ford F 350's
- (7) Ford F 450's with Dump Trailer
- (16) Irrigation Vehicles

Trailers

- (56) Landscape Trailers
- (5) Dump Trailers
- (2) Enclosed Trailers
- (7) 14 K Equipment Trailer

Mowers

- (60) 52" – 60" Mowers
- (3) 72" Mowers
- (5) 36" Mowers

Horticultural Equipment

- (3) Z-Spreaders
- (4) UTV with 100 gallon spray tank
- (2) 100 gal sprayers

Misc Equipment

- (3) Large Loaders
- (1) Mini Excavator
- (6) Utility Vehicles
- (3) Parking Lot Blowers

Equipment Resources Allocated for The City of Ocoee

<u>Asset</u>	<u>Year</u>	<u>Responsibility</u>	<u>Owner / Leased</u>
Ford F150	2017	Account Manager	Leased thru Bancorp
Ford F250	2019	Production Manager	Leased thru Bancorp
Ford F250	2019	Crew Truck	Leased thru Bancorp
Ford F350	2018	Spray Truck	Leased thru Bancorp
Ford Transit	2017	Irrigation	Leased thru Bancorp
18' Trailer	2019	Crew Trailer	Owned
18' Enclosed Trailer	2019	Spray Trailer	Owned
Z Sprayer	2018	Spray	Owned
52" Toro Grandstand	2019	Crew	Owned
36" Toro Grandstand	2019	Crew	Owned
Wheeling Arrow Board	2020	Crew	Owned
(2) Stihl Edgers	2020	Crew	Owned
(2) Stihl Weedeater	2020	Crew	Owned
(2) Stihl Shears	2020	Crew	Owned
(2) Stihl Blowers	2020	Crew	Owned
(1) Buffalo Blower	2020	Crew	Owned
Kabota Spray Rig	2018	Spray	Owned
F450 Dump Truck	2018	Enhancement	Leased Thru Bancorp
Dump Trailer (Big Tex)	2018	Enhancement	Leased Thu Bancorp
Vermeer Mini Skid Steer	2018	Enhancement	Leased thru Bancorp
John Deer Loader	2019	Enhancement	Leased thru Bancorp

*Variety of Stihl field equipment which include backpack blowers, chainsaws, stick edger's, weed eaters and long shears. All of this equipment will be purchased new if awarded the contract.



Equipment Resources

City of Ocoee



Project Manager



Site Manager



Mow / Detail / Crew Truck



Spray Truck



Irrigation Truck



Utility Trailer



Spray UTV



Enhancement Truck



2- 36" Stander
1- 52" Stander



Z-Spray/Spreader



Blower

(2) Back Pack Blowers
(2) Edgers
(2) Weeders
(2) Long Shears



Our Commitment to Safety and Professionalism

Daily Safety Brief to discuss work site, challenges, etc.

Weekly Safety Meetings

OSHA 30 Certified

Drug Free Policy

MOT (intermediate) Certified



Proper PPE

Easily recognizable uniforms with Name and Logo

Class II Safety Vests

Safety Toe Work Boots

Uniform Fleet with Logos and Name



Each Truck outfitted with the proper amount of Traffic control devices necessary to be FDOT compliant. (2016 FDOT Design Standards used when applicable)

Our Commitment to Safety and Professionalism cont.

Traffic control within throughout the City of Ocoee is not only detrimental for the safety of the residents, visitors and business owners in and around the city but to our CEPRA employees as well. No matter the outcome of the various other tasks we as professional landscape providers encounter each day, the fact that we make it though the day safely so we all can make it home to our family and friends trumps all other items we encounter. The encounters a lot of traffic day in and day out and these roadways within the community are only going to get busier as homes and businesses continue to be built. Providing the safest work environment around these roadways starts with providing our employees the tools to make this happen. Utilizing flashboards mounted to our fleet vehicles will be an item used while performing work along these busy roads. From a general maintenance standpoint, working and finishing tasks in a given section while utilizing signage helps with guys getting too spread-out along these roadways. This will help minimize traffic confusion and headaches for residents, visitors and our employees and in turn help make the work environment safer in nature. Roadway accidents are never, ever good. Cepra landscape is committed to providing the safest work environment possible so we all make it home in one piece at the end of each day.





CEPRA In-House Training Program

CEPRA is committed to Safety and Training. We strive to create a safe work environment for our employees with an end goal that our people make it home to their families safely each day. We conduct weekly safety meetings covering a variety of safety items to continue to push safety in the workplace. Weekly foreman's meetings are held to teach and consistently provide crews with the information needed to do the job safely and properly. These are held in both classroom settings and in the field. Crew members are certified on all pieces of equipment before being turned loose in the field. Yearly spray id meetings per Florida regulations are held for all pesticide applicators. All employees are BMP certified and CEPRA has BMP certified instructors on staff. CEPRA understands investing in its workforce. Below are a few items that CEPRA Landscape trains / teaches on throughout each year in various counties in Central Florida.



- ✦ Green Industries Best Management Practices: Instructed by CEPRA Employees
- ✦ State of Florida Certified GI-BMP Instructors in English and Spanish.
- ✦ Manatee County Landscape Best Management Practices Certification-First Private company to be allowed to give the class and administer the tests after 7 years of the program being taught by the County. CEPRA Landscape also translated the program into Spanish.
- ✦ Spray ID Card Training: Instructed by CEPRA Landscape employees State of Florida
- ✦ Certified Pest Control operators
- ✦ Weekly Maintenance Foreman Training
- ✦ Weekly Safety Topic Training
- ✦ Loader and Mini Excavator Safety Operator Certification training
- ✦ Chainsaw Safety Certification
- ✦ Landscape CEU for Property Managers training



Section 2

Company Experience / References

Lake Nona CDD Landscape and Irrigation Maintenance

Lake Nona CDD is located on the outskirts of southeast Orlando. Lake Nona consists of variety of homeowners, renters and business owners. It is arguably the fastest growing area of Orlando from a business and homeowner perspective. The CDD work we maintain consists of roadwork up and down Lake Nona BLVD, Nemours and Tavistock Lakes Blvd. Working safely along these roadways utilizing appropriate safety attire and signage is of the utmost importance and has helped in many facets of our success within the community.

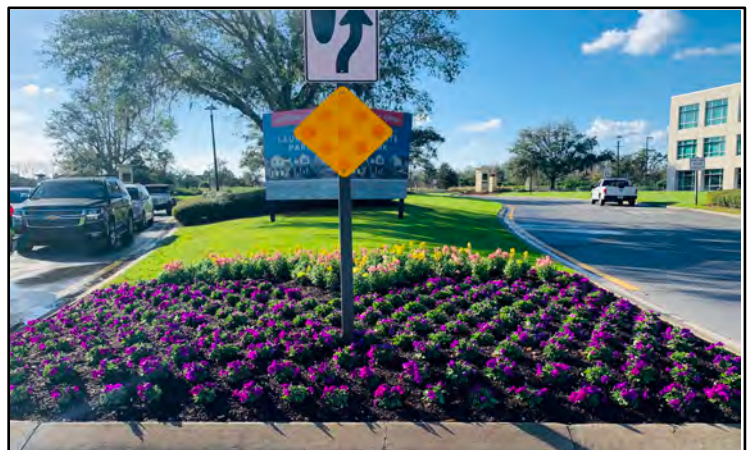
Current Lake Nona Work

- Boggy Creek Districts 1 and 2
- Greenway Districts 1 and 2
- Myrtle Creek Sections 1 and 2
- Greenway POA
- Crocket Development POA
- Infinity Park



Quick Facts – CEPRA in Lake Nona

- Full-service maintenance on approximately 5 acres of Zoysia turf, 40 acres of St. Augustine turf, 20 acres of Bahia turf, 5 acres of Bermuda and 20 acres of shrub beds.
- Install and Maintain over 7,500 Annual flowers per quarter.
- Monthly inspections and repairs on ~1100 Irrigation Zones
- Maintains over 2,000 trees and 1,200 palms.



Lake Nona – Customer Reference

Scott Thacker: Director
 (407).457.1087
 scott@bermancorp.com
 Contract Value = \$1,000,000

The Villages, FL Landscape and Irrigation Maintenance

The Villages is a unique customer within CEPRA's portfolio. The Villages community demands that the landscape areas remain in excellent condition year-round. Annual Flowers are a special focus and main priority for The Villages. Most focal areas include large annual flower displays that are rotated quarterly to constantly provide a fresh look. CEPRA follows a strict regimen in all areas to provide proper landscape and horticultural practices to produce a great product each day.

Current Villages Work

- Morse Blvd, Phases IV- VIII
- District 10 Project Wide Areas
- District 11 Project Wide Areas
- District 12 Project Wide Areas
- Village of Spanish Springs
- Various Recreation Centers



Quick Facts – CEPRA in the Villages

- Full-service maintenance on approximately 67 acres of Zoysia turf, 57 acres of St. Augustine turf, 387 acres of Bahia turf, and 94 acres of shrub beds.
- Install and Maintain over 65,000 Annual flowers per quarter.
- Monthly inspections and repairs on ~4000 Irrigation Zones
- Maintains over 11,530 trees and 7,170 palms.



The Villages – Customer Reference

David VanVleet, Landscape Supervisor
 (352) 516-5016

David.VanVleet@districtgov.org

Contract Revenue: \$3,000,000

Lakewood Ranch Stewardship District Landscape and Irrigation

Landscape Maintenance

Lakewood Ranch is located east of Bradenton. Known as one of the fastest-growing communities in America, the neighborhood is a strong mix of homeowners, renters, and commercial businesses. The CDD we maintain consists of roadwork up and down Rangeland Blvd, 44th Ave, and North Bourneside Blvd. Sarasota County mandates a nitrogen-fertilizer blackout period from June 1 to September 30. Since zoysiaturf requires frequent fertilizing to stay healthy, our team overcomes this by utilizing a program with slow-release fertilizer that feeds the turf throughout the season. We also use frequent soil tests to ensure the soil has nutrients available. This allows us to keep the zoysia looking green while staying in compliance with the code.

Current Lakewood Ranch Work

- Rangeland Lorraine to Uihlien
- Rangeland Uihlien to Bourneside
- 44th Ave Lorraine to Uihlien
- Bourneside North



Quick Facts – CEPRA in Lakewood Ranch

- Full-service maintenance on approximately 15 acres of Zoysia turf, 46 acres of Bahia Turf, and 2 acres of shrub beds.
- Monthly inspections and repairs on ~250 Irrigation Zones
- Maintains over 200 trees and 250 palms.



Lakewood Ranch – Customer Reference

Garrett Hardy: Project Manager
 941.405.7128
garrett.hardy@lakewoodranch.com
 Contract Value: \$500,000



Client References

Suzanne Galarneau, CPM

OneBlood

407.248.5479 ext. 35479

Suzanne.Galarneau@oneblood.org

Current CEPRA client for over 4 years. Cepra currently maintains all of the OneBlood campuses in central Florida including the corporate headquarters in Orlando.

Amy Troupin, LCAM

Royal Highlands

352.326.8344

RHPOA@comcast.net

Current CEPRA client for over 3 years. Royal Highlands is a 55+ community in Leesburg with over 100 acres of lush greenspace.

Melissa Edgin, Property Manager

Multiple Commercial Properties

407.613.5092

Melissa.Edgin@madisonmarquette.com

Current CEPRA customer for over 4 years. Cepra currently maintains several commercial accounts with Madison Marquette.

Insurance Office of America
1855 West State Road 434
Longwood, FL 32750



877-857-6942
FAX: 916-473-1797
Email: bonds@ioausa.com

October 31, 2019

Town of Kindred Community Development District
8529 South Park Circle, Suite 330
Orlando, FL 32819

Re: Cepra Landscape, LLC

To Whom It May Concern:

We understand that Cepra Landscape, LLC has or is about to submit a proposal or proposals for work to be performed for the above mentioned project(s). This letter is to inform you that Arch Insurance Company is the bonding company for Cepra Landscape, LLC as of the date of this letter.

Cepra Landscape, LLC has a current surety line of credit of \$3 Million single job, \$5 Million aggregate. 100% of the bond line is available at this moment. The surety will consider higher limits for this contractor as required.

If Cepra Landscape, LLC is awarded a contract it is our present intention to provide the required performance and payment bonds. Please understand, however, that Issuance of the bonds is subject to applications of Arch's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and provision and satisfactory bond forms. Any arrangements for the final bond or bonds is a matter between the Cepra Landscape, LLC and the surety and that Arch Insurance Company will assume no liability to third parties, or to you, if for any reason we do not execute said bond or bonds.

Arch Insurance Company is listed in the Federal Register dated July 1, 2019 with an underwriting limitation of \$91,269,000. We are a member of the Arch Insurance Group and have been given an "A+" rating by A. M. Best. If you should need any additional information, please call me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. R. Page', is written over a light blue horizontal line.

Barry R Page
Attorney in Fact



Lozada Accounting, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

1325 SE 25th Loop #101, Ocala FL 34471 PH: 352-261-0920 Fax: 352-840-6810 www.MyOcalaCPA.com

September 27, 2019

RE: Cepra Landscape, LLC

Dear Sir or Madam,

We are pleased to provide a letter of reference for Cepra Landscape, LLC. Robert Maier, managing member, engaged Lozada Accounting, P.A. for accounting, tax and consulting services in February 2015. We have been working together closely since the inception of the business.

Cepra Landscape, LLC has complied with filing deadlines for federal and state income and employment taxes in a timely manner. Financial statements are compiled by the firm on a monthly basis and are readily available for review.

Please let me know if you have additional inquiries.

Sincerely,

Leticia A. Lozada, CPA



Cepra Landscape Summary of Litigation

Cepra Landscape has not had any litigation, claims, proposal disputes, or contract disputes filed by or against Cepra Landscape in the past five years that is related to the services that Cepra Landscape provides in the regular course of business.



Cepra Landscape Drug-Free Policy

As part of our commitment to safeguard the wellbeing of our employees and to provide a safe environment for everyone, CEPRA LANDSCAPE has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment.



Section 3

Price Proposal

EXHIBIT "C"
PRICE PROPOSAL FORM

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, MOWING SERVICES

Proposer shall provide an annual dollar amount for each location listed on this Price Proposal Form. Additionally, Proposer shall provide a subtotal for the Citywide Sites, a subtotal for the CRA sites (Fifty West Redevelopment District), and complete the Total Proposed Annual Cost section on the second page of this Price Proposal Form.

Citywide Sites

Location Number	Location	Operations	Annual Cost Per Location
1	Fire Station 25, 563 S. Bluford Ave.	Landscape	\$8,000.00
2	Fire Station 26, 1500 N. Clarke Rd.	Landscape	\$3,000.00
3	Fire Station 39, 2500 S. Maguire Rd.	Landscape	\$3,800.00
4	Bluford Avenue, north of Orlando Avenue to Silver Star Road, includes ROW and Median.	Landscape	\$10,000.00
5	Lakeshore Drive, east side only between Lafayette Street to edge of City property	Landscape	\$18,000.00
6	Ocoee Cemetery, 368 E. Geneva St.	Landscape	\$20,000.00
7	Clarke Rd. ROW, including Medians SR 50 to Fire Station 26	Landscape	\$32,000.00
8	Maguire Rd. Medians, Jordan Rose Ave. to Turnpike Bridge	Landscape	\$16,000.00
9	Silver Star Rd. ROW, including Medians, Clarke Rd. east to City Limits	Landscape	\$16,000.00
10	Ocoee Crown Point Rd. Medians, southern terminus at High School to Westyn Bay Blvd.	Landscape	\$9,000.00
11	McKey St. Streetscape, Kissimmee Ave. to Bluford Ave.	Landscape	\$1,200.00
12	Median on White Rd. east of Clarke Rd.	Landscape	\$6,000.00
*13 A.	SR 50 ROW, excluding Medians Clarke Rd. to Good Homes Rd.	Landscape	\$11,000.00
*13 B.	SR 50 Medians starting August 2021 Clarke Rd. to Good Homes Rd.	Landscape	\$11,000.00
	Mulch landscape beds and tree rings Two times annually	Mulch	\$57,000.00
	Palm/tree trimming Two times annually	Palm/Tree Trimming	\$50,850.00
		Subtotal Citywide Proposed Annual Cost: \$ 272,850.00	

CRA Sites (Fifty West Redevelopment District)

Location Number	Location	Operations	Annual Cost Per Location
1	Old Winter Garden Rd. ROW, including Medians, Maguire Rd. to median just east of Hempel Ave.	Landscape	\$9,000.00
2	S. Blackwood Ave., Medians Old Winter Garden Rd. to SR 50	Landscape	\$6,000.00
3	Ocoee Police Station, 646 Ocoee Commerce Parkway	Landscape	\$6,000.00
*4 A.	SR 50 ROW, excluding Medians SR 429 to Clarke Rd.	Landscape	\$42,000.00
*4 B.	SR 50 Medians starting August 2021 SR 429 to Clarke Rd.	Landscape	\$24,000.00
5	Montgomery Rd. Roundabout	Landscape	\$1,800.00
	Mulch landscape beds and tree rings Two times annually	Mulch	\$27,360.00
	Palm/tree trimming Two times annually	Palm/Tree Trimming	\$9,150.00
		Subtotal CRA Proposed Annual Cost:	
		\$ 125,310.00	

Total Proposed Annual Cost for

1	Citywide Proposed Annual Cost	\$272,850.00
1	CRA Proposed Annual Cost	\$125,310.00
Total Proposed Annual Cost:		\$ 398,160.00

Firm Name Cepira Landscape Prepared By 

* The City is in the process of installing landscaping in the medians of SR 50. The installation is scheduled to be complete in late summer 2020. Once the project complete, the installation firm, Down to Earth is responsible for maintaining the medians for a period of one year (estimated August 2020 thru July 2021). The successful bidder will be responsible for maintaining the ROW between the Outside ROW line to the shoulder of the roadway on both sides of the roadway).



Section 4

Other Required Content

CEPRA - Ocala



- 50 State Road
- 17 92 Toll Road
- 4 U.S. Highway
- 506 Interstate
- County Road

CEPRA - Orlando



CEPRA - Tampa

Map courtesy of
Visit Orlando.

GENERAL TERMS & CONDITIONS

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

1. BID SECURITY:

- 1) Each proposal must be accompanied by Bid Security in the form a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to five percent (5%) of the proposal amount. A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The cashier's check or Bid Bond is submitted as a guarantee that the Respondent, if awarded the Contract, will, after written notice of such award, enter into a written Contract with the City and as a guarantee that the Respondent will not withdraw its proposal for a period of ninety (90) days after the scheduled closing time for the receipt of proposals, in accordance with the accepted proposal and RFP documents. Please note checks will be deposited.
- 2) A copy of the bid security is to be included with the proposal submitted electronically on Negometrix. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Shannon Hopper, Purchasing Technician, 150 North Lakeshore Drive, Ocoee, FL 34761. Failure to provide the original may cause your bid to be deemed non-responsive.
- 3) In the event of withdrawal of said proposal within ninety (90) days following the opening of proposals, or Respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the RFP after issuance of Notice of Intent to Award by the City, then such Respondent shall be liable to the City in the full amount of the check or Bid Bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the Bid Bond as liquidated damages and not a penalty.
- 4) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- 5) The cost of the required Bid Bond and required insurance coverage is to be included in the Respondent's overhead and is not eligible for reimbursement as a separate cost by the City. The refund checks of the three (3) most favorable Respondents will be returned within three (3) days after the City and the successful Respondent have executed the contract for work or until the 91st day after proposal opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of proposals. Bid Bonds will be returned upon request following the same criteria as a check

2. PERFORMANCE BOND:

Performance and Payment Bonds are not required.

3. PATENT INDEMNITY:

Except as otherwise provided, the successful Proposer agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any letters patent of the United States arising out of the performance of this contract.

Further, the Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

4. DEFAULT:

As a result of proposals received under this RFP, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

5. PRICING:

Pricing should be provided as indicated on the Proposal Form attached as Exhibit C. Please note that alternate price proposals will not be accepted unless specifically called for on the Scope of Work and/or Proposal Form. Cost of preparation of a response to this RFP is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

The Proposal Form may not be completed in pencil. All entries on the Proposal Form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Respondent to clarify an illegible entry on the Proposal Form. If the Proposal Form requires that the proposed price, or constituent portions of the proposed price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Proposal Form should be provided by the Respondent and be

correctly computed. If there is an arithmetical conflict between the unit price stated by the Respondent on the Proposal Form and the total price stated by the Respondent on the Proposal Form, the unit price stated by the Respondent on the Proposal Form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Proposal Form to calculate the total price, utilizing the unit prices that have been identified by the Respondent. The taking of such action by the City shall not constitute grounds for the Respondent to withdraw its proposal nor shall it provide a defense constituting discharge of the proposal bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error, or other irregularity that may appear on the Proposal Form. However, the City reserves the right to reject Proposal Forms that are incomplete or contain information that is not required as being non-responsive.

- a) The prices have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor;
- c) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- d) Respondent warrants the prices set forth herein do not exceed the prices charged by the Respondent under a contract with the State of Florida Purchasing Division; and
- e) Respondent agrees that supplies/services furnished under this proposal, if awarded, shall be covered by the most favorable commercial warranties the Respondent gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the proposal award.
- f) The Respondent represents that the article(s) to be furnished under this RFP is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.

6. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of proposals. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

7. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of proposal opening, same will be disposed of in the best interest of the City.

8. AWARD CRITERIA:

The contract will be recommended to be awarded to a single Respondent according to the Evaluation Criteria contained in this RFP.

9. LITERATURE:

If required by the scope of work or the specifications, descriptive literature/brochures shall be included with this proposal in order to properly evaluate make/model offered. Proposals submitted without same may be considered non-responsive and disqualified.

10. BID PROTESTS:

All Bid Protests shall be submitted in the following manner to the Purchasing Technician at shopper@ocoe.org with a copy to the Procurement Manager at itolbert@ocoe.org:

- a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other proposal documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its proposal.
- c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
- d) The bid protest **shall** be filed with the Purchasing Technician and Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
- e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If Owner denies the protest, Owner may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

11. PAYMENT TERMS:

- a) No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods, or services have been received and accepted by the City in the quality and quantity ordered. Terms are Net 30 days after receipt of approved invoice.
- b) Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available for the work.

- c) The City of Ocoee, Florida has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

12. SAFETY REQUIREMENTS:

The Respondent guarantees that the services to be performed and the goods to be provided herein shall comply with all applicable federal, state, and local laws, ordinances, regulations, orders, and decrees, including, without limitation, such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910-General Industry Standards that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) The Contractor must assure that a certified first aid person is designated, phone numbers of physicians, hospital, and ambulance services are posted (copy to Human Resources/Risk Management Director, City of Ocoee), and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.
- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and be secured to prevent displacement.
- i) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- j) All heavy equipment must have, where applicable: (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (e) fire extinguisher, and (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- k) Personal fall protection must be provided at elevations exceeding ten (10) feet.

13. DRUG-FREE WORKPLACE:

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Include the attached form with your proposal.**

14. CONTRACT:

- a) The successful Respondent, herein also referred to as Contractor, will be required to enter into a contract with the City along the terms and conditions included in the proposed contract for the initial period of three (3) years, with two (2) automatic one-year renewals, and a one (1) year optional renewal at the City's discretion. After the initial three (3) year term, price adjustments will be allowed pursuant to the Price Adjustment provision of this Agreement.
- b) The City may, in its sole discretion, award any additional services, whether in the existing areas of the scope of work or in any area additional to those in the existing scope of work, to any third party or the City's own employees. Contractor will be expected to cooperate with any or all other contractors who may be performing services for the City.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

- a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.
- b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

16. CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:

Proposer declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the contract for the described services.

Proposer certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing. **Proposer must submit the attached Conflict of Interest Disclosure Statement.**

The Proposer further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.

Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Proposer offers and agrees that if this negotiation is accepted, Proposer will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer. The proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

17. PUBLIC ENTITY CRIME STATEMENT:

- a) All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:
- b) "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- c) All Respondents that submit a Bid or Proposal to the City of Ocoee are guaranteeing they have read the previous statement and by signing the submitted documents are qualified to do so under Section 287.133, (2)(a), Florida Statutes.

18. PERMITS/LICENSES/FEES:

- a) Any permits, licenses or fees required will be the responsibility of the Contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee contractor registration if permitting is required. Please contact the City's Building Department at (407) 905-3104, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

19. STANDARD INSURANCE REQUIREMENTS:

The successful respondent shall be required to provide evidence of Builder's Risk, General (Public & Property) Liability, Automobile, Liability Insurance in the form of a Certificate of Insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected Contractor shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

- 1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or subcontractor providing such insurance.
- 2. Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor

to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
7. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 PER OCCURRENCE

- \$2,000,000 AGGREGATE

Commercial Umbrella:

- Minimum \$5,000,000
- Including Employer's Liability and Contractual Liability

9. Builder's Risk as applicable for construction projects:

- 100,000 Any one (1) location
- 1,000,000 Any one (1) occurrence

10. Certificates of Insurance: Certificate of Insurance Form(s) (see sample below) naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. The certificate(s) shall be dated and show:

- The name of the Insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

ACORD. CERTIFICATE OF LIABILITY INSURANCE				OP ID JC PAGE-1	DATE (MM/DD/YYYY) 11/04/04
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE		NAIC #	
Contractor's Name Address		INSURER A: All Best Rating A- or Better			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSURANCE LTA INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DENT. AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC/STATS <input type="checkbox"/> DYS-ES E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	OTHER Builders Risk				Any 1 Loc 100,000 Any 1 Occ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The insurance evidenced by this certificate shall name the certificate holder as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.					
CERTIFICATE HOLDER		CANCELLATION			
City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
ACORD 25 (2001/08)		© ACORD CORPORATION 1988			

SAMPLE

20. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state. (Attach additional sheets, if necessary)

Cepra Landscape has not had any litigation, claims, proposal disputes, or contract disputes filed by or against Cepra Landscape in the past five (5) years that is related to the services that Cepra Landscape provides in the regular course of business.

Additional sheets attached in Section 2

21. ACKNOWLEDGMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>June 9, 2020</u>
No. _____	Dated _____
No. _____	Dated _____

22. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Additional sheets attached in Section 1

(Attach additional sheets if necessary)

By submitting a proposal, Respondent certifies it has investigated any listed subcontractor/temporary worker agency, has received and has in the Respondent's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable of technically and financially performing the pertinent work, and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

23. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

Additional sheets attached in Section 1

24. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR CONTRACTS:

The Respondent shall provide at least three (3) separate references of previous contracts with similar scope of work within the past five (5) years, preferably with a governmental agency. Respondent must demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent must provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELEPHONE NUMBER/EMAIL ADDRESS/NAME OF CONTACT, ETC (attach additional sheets if necessary).

Additional sheets attached in Section 2

Have you any similar work in progress at this time? Yes X No
Length of time in business 5 years 6 months

Bank or other financial references:

Additional sheets attached in Section 2

25. SUBMITTALS:

The City of Ocoee requests comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents should follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, rather to ensure the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation; any missing information will be evaluated accordingly.

Submissions should be limited to a total of **forty (40) 8.5"x 11" pages** (excluding front and back covers, dividers, and all forms included in this RFP), single-sided, portrait orientation, 12-point font. The page limit applies to the material contained in Sections 1 and 2 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

In order to simplify the review process and obtain the maximum degree of comparison, the Respondent should provide the following content when responding to the RFP.

Section 1 – Company Information

- Company's history, number of years in business, etc.
- List of all company's key staff, their qualifications, their role for this contract, and a copy of each key staff's resume for the past five (5) years.
- Copies of company and employee certifications, licenses and registrations with regulatory agencies, professional organizations, etc., including a State of Florida Pest Control Applicator License.
- List of sub-contractors, their qualifications, and their role in providing services.
- List and quantity of company's equipment type and quantity (and sub-contractors' equipment if applicable) to be used for this contract, see Sections 22 and 23.

Section 2 – Company Experience/References

- List of company's other current or recently completed similar services, to include services required in the Scope of Services Section 16, with other public or private agencies, see Section 24 of General Conditions:
- The Respondent should provide at least three (3) separate references of previous contracts with similar scope of work, preferably with a governmental agency. Respondent should demonstrate ability to perform services of similar complexity, nature, and size. For each previous contract, the Respondent should provide a description of the scope, its location, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant.
- List of at least three (3) client references to include organization name, description, contact person, telephone number(s), and e-mail address.

- Summary of Litigation, see Section 20.

Section 3 – Price Proposal (Required)

- Exhibit C (Any proposal submitted without a price proposal will be deemed non-responsive.)

Section 4 – Other Required Content

- Forms listed on Table of Contents as to be submitted with your proposal.
- Bid Security, see Section 1. (Required. Any proposal submitted without a Bid Security will be deemed non-responsive.)
- Acknowledgement of any Addenda issued, see Section 21.
- Company Information/Signature Sheet
- Conflict of Interest Disclosure Form
- Drug Free Workplace Form
- M/WBE Certification, if applicable, for the responding firm only. Points will not be awarded for subcontractors. Attach copy of State of Florida Office of Supplier Diversity or County Certificate.
- Office Location of the office that will be servicing this contract.

26. EVALUATION CRITERIA:

The criteria for making an aware recommendation are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Experience and References	30
2. Project Staff	25
3. Project Equipment	25
4. Price Proposal	10
5. Office Location	5
6. Certified M/WBE (Attach Certificate)	5
TOTAL POSSIBLE POINTS	100

(Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.)

27. SELECTION PROCESS:

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications, as the City may deem necessary and/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via Negometrix or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

28. TIME SCHEDULE:

The anticipated schedule of events related to this solicitation is:

May 17, 2020	RFP advertised
*23 days later	Last day for questions
June 16, 2020	Proposal submission deadline
*35 days later	Proposals distributed to Evaluation Committee
*50 days later	Evaluation Committee Meeting
*Next Meeting	Top-ranked firm recommendation to City Commission

****Dates above are an estimate and subject to change at the City's discretion.***

End of Section

EXHIBIT "A"

SCOPE OF WORK

RFP #20-005 LANDSCAPING, LANDSCAPE MAINTENANCE, AND MOWING SERVICES

1. SCOPE OF WORK UNDER PROPOSAL

The contractor shall provide landscape maintenance services to include mowing, edging, weeding, trash pick-up, fertilization, pest control, irrigation systems, and other maintenance as called for in this Proposal. Contractor shall maintain the contractually covered landscaped areas at the frequency rate prescribed with conventional production style mowing and lawn maintenance equipment. A manicured professionally groomed appearance is the desired result. The contractor is expected to maintain each site with the highest quality landscape maintenance standards consistent with these specifications which surpass industry standards. The contractor's work will be inspected by the City on a regular basis to assure strict compliance with these specifications. The City will meet with the contractor as needed, but no less than on a monthly basis, to review the overall maintenance. The City will make periodic inspections and provide reports indicating items that need to be addressed and the contractor is responsible to complete in a timely manner and provide status reports. If the contractor intends to use subcontractors to perform any work on this contract, these subcontractors are required to be pre-approved by the City, at its sole discretion.

2. MOWERS, EDGERS, AND OTHER POWER MAINTENANCE EQUIPMENT

All power equipment and labor are to be furnished by the contractor. The following standards apply to the use of power equipment.

- a) All mowers shall be adjusted to 2 1/2" or 3" cutting height or as directed by the City 4" or 5" St. Augustine depending upon location. The mowers shall be in good repair, shall have no oil or gas leaks, and shall be equipped with mulching attachments and sharp blades.
- b) All mowers must be mulching-type mowers with no discharge allowed, including no discharge towards the road; or all clippings must be manually removed.
- c) All equipment must be maintained in sound working condition in order not to exceed comfortable decibel levels or as determined by the City, at its sole discretion.
- d) All equipment shall meet all applicable manufacturers' safety standards for operation while in use at all times.
- e) Edgers shall be in good repair, shall have no oil or gas leaks, and shall provide a clean straight edge not more than 1/2" away from walks and edge of pavement.

3. PRUNING TOOLS AND EQUIPMENT

All pruning tools, equipment, and labor are to be furnished by the contractor. The following standards apply to all pruning tools and equipment.

- a) All tools are to be clean, sharp, and in good repair. Extra tools are to be on hand to supplement tools that become dull, break, or may transmit disease. Tools that cut, rip, or tear plant material will not be allowed.
- b) Contractor to carry disinfectant agent to disinfect tools so as not to infect healthy species with pathogens transmitted by infected tools. Tools are to be cleaned after pruning each individual tree or palm.
- c) Tools and equipment are subject to inspection prior to and during a pruning activity. The City reserves the right to stop any activity that jeopardizes the health of the designated plant material.

4. TURF AND LAWN MAINTENANCE STANDARDS AND PRACTICES

The following standards govern the mowing practices for all lawn (St, Augustine, Zoysia, and Bahia).

- a) Pick up and dispose of all litter within all areas to be maintained prior to mowing. Litter is not limited to paper, bags, cans, or bottles. Litter includes any trash that has accumulated in the ROW; including tires, metal, dead vegetation, and other types of debris that has blown or been deposited in the contacted landscape maintenance sites. Contractor shall recycle whenever possible.
- b) Use string trimmer for areas not accessible to mowing equipment and cut to a 2 1/2" or 3" height so as to be consistent with the mowed areas.
- c) Trim around poles, guardrails, and other fixed objects within road right-of-way.
- d) Care shall be used when using the string trimmer to not nick or chip paint from street furniture.
- e) Contractor shall not use the trimmer around trees where the string can cause damage to the bark and tree trunk.
- f) Remove and properly dispose of all grass clippings, leaves, weeds, undesirable plant growth, and other debris from sidewalks, curbs, gutters, catch basins, medians, right of ways, and streets.
- g) Weekend mowing is not allowed unless specifically authorized in writing by the City.
- h) Do not mow when conditions are wet. This can result in turf damage and promote disease and fungus.
- i) Mow in a different direction every time the lawn is cut to prevent wear patterns and scalping.
- j) Wind-row mowing patterns are not permitted.
- k) Only rotary mowers are acceptable.
- l) Frequency of service is required to maintain a 2 1/2" or 3" height with a maximum 1" growth between cuts. No more than one-third of the leaf blade is to be removed in one mowing. At minimum all turf areas shall be maintained at least once a week in the months of April through October and biweekly during the months of November through March.

5. OTHER LANDSCAPE MAINTENANCE STANDARDS AND PRACTICES

The following standards govern other landscape maintenance practices for the contracted landscape maintenance sites.

A. EDGING:

- All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, curbs, driveways, parking areas, seat walls, and retaining walls will be mechanically edged in order to maintain clean, crisp, and consistent lines.
- Blade edger is required to be used; chemical edging is prohibited without prior written request from contractor and subsequent approval by the City.
- Bed edges will be kept clean and well defined around all planting beds and tree trunks so as to prevent encroachment from lawn and other adjacent materials.
- Maintain tree rings around all trees not to exceed 36".
- Plant beds will be edged as often as required to prevent turf encroachment into the plant beds.

B. WEED CONTROL:

- Weeding of plant beds will be performed on a regular basis to control weed population and maintain healthy plants with a neat appearance
- Hand-pull weeds and nuisance plants in shrub, flower, and ground cover areas, at least every other week or as needed to maintain a clean appearance.
- Weed infestations in ground cover beds may be chemically treated to kill the weeds if the contractor receives prior approval from the City.
- All weeds that appear within sidewalk or curbing expansion joints are to be continually controlled through hand pulling or by the use of herbicide. Apply only City approved herbicides, as needed, to control weeds in ROW, medians, sidewalks, decorative pavers, bullnoses, concrete medians, curb, catch basins, and gutter areas.
- No green weeds shall be visible in any landscaped beds on the final day of each month. Maintain shape of planting beds and tree rings as originally designed.
- When it is necessary and practical to use chemical control, pre and post-emergent herbicides will be applied with care so as not to injure adjacent desirable plants.
- Nut sedges shall be controlled by a product formulated specifically for their eradication.

C. SHRUBS TRIMMING AND PRUNING:

- All dead, dying, broken, and/or diseased plant material shall be removed as needed, by thinning out and shortening branches, Cuts will be made back to a node or point of origin. All plant material removed during the pruning operation shall be cut off cleanly.
- Selective pruning will be performed on all ornamental plants, in order to maintain the natural habitat of the plant and to ensure health and vigor for the plant(s).
- Site distance must be maintained at all times. Any plant material that obscures roadway visibility must be pruned. Trim shrubs and ground cover, as needed, to meet sight line visibility criteria as specified by FDOT (latest reference). In most cases, this mandates a maximum height of 24" from top of adjacent pavement.
- Cut back overgrowth of shrubs that extend into sidewalks or the road right-of-way, and that prevent clear line of sight.

- Ground covers and vines will be sheered as necessary in a uniform manner to maintain neat clean edges, surfaces, and overall appearance.
- Shrubs and hedges will be sheered and pruned in a consistent manner to maintain optimum shape and size as the natural growing form of the plant dictates.

D. TREES AND PALMS TRIMMING AND PRUNING:

- All tree and palm pruning shall be performed by an I.S.A. Certified Arborist.
- Trees will be maintained free of low hanging limbs and root suckers from trunk to base.
- Trees shall be pruned as needed to maintain an 8-10' clear trunk and good form.
- Flowering trees are to be pruned only after their bloom cycles are complete.
- Grape Myrtles shall not be topped.
- Trees which require removal will be performed on a "cost plus" basis.
- Palms shall be pruned twice a year to remove all dead or dying palm fronds, inflorescences, invading vines, and weeds in boots or trunk shall also be removed. Frond boots are to be removed consistent with the previous pruning cuts to ensure uniformity in appearance. If additional palm pruning is required that work will be performed on a "cost-plus" basis. The contractor must receive approval from the City before performing additional work.
- City will be notified prior to trimming/pruning trees.
- City shall be provided an estimate of cost prior to performing any cost-plus tasks.

E. MULCH:

- The contractor shall apply two inches of shredded mulch to all beds and tree circles twice a year.
- The contractor shall provide the City a sample of the mulch that is to be applied for approval. All subsequent applications shall match the approved mulch type.
- Shredded mulch shall be non-cypress and cannot be red.
- A granular pre-emergent herbicide shall be applied to all beds and tree circles prior to the application of mulch.
- Beds and tree circles shall be free of weeds before mulch is applied.

F. IRRIGATION:

- At the beginning of the contract, the City and contractor will inspect the irrigation system for each contracted site. Watering schedules will also be discussed. Based on conditions, the contractor will notify the City if there is a need to change the prescribed watering schedule or if a system is not functioning properly due to anything other than an issue that was caused by the contractor's maintenance activities.
- The contractor shall inspect all irrigation systems upon each mowing to ensure no damage to heads or valves.
- Any heads, valves, or leads damaged in the act of mowing or other landscape maintenance tasks will be replaced by the contractor at their cost.

- All irrigation systems will be inspected by the City's irrigation crew on a regular basis. Cost of any irrigation system equipment replaced, by the City, will be charged to the landscape maintenance contractor.

G. FERTILIZATION:

- The contractor will apply fertilizer to shrubs and groundcover in April and September with microelements.
- Shade trees that are contained within shrub areas will receive fertilizer along with shrubs. Other trees shall be fertilized in March and September.
- Palms shall be fertilized at least twice a year. The treatment should include a fertilizer formulated for palms and include all minerals and microelements needed to support good plant health.
- The contractor shall provide the City a yearly fertilization schedule that identifies when fertilization will be applied and the formulation of each fertilizer to be use on all turf, shrubs, and trees at the beginning of the contract.
- The contractor shall document when fertilization is applied and include this information in the monthly report to the City.
- The contractor shall not fertilize if weather conditions are such that the applied fertilizer could be washed away by rain events.

H. PEST AND DISEASE CONTROL:

- The contractor will be responsible for inspecting all ROW maintenance areas for insects and treat as needed upon consultation and authorization of the City.
- Contractor will inspect turf, shrubs, and trees for disease issues. If a disease is identified, the contractor shall consult with the City and then treat with the appropriate fungicide or bactericide as needed following City authorization.

I. GENERAL CHEMICAL USE:

- All work involving the use of chemicals shall follow all Federal, State, and local laws and will be applied by or under the direction of a Florida Certified Pesticide Applicators' license. Applications shall be in accordance with all governing regulations.
- A listing of proposed chemicals to include commercial name, application rates, and type of usage will be submitted to the City for approval at the beginning of the Contract.
- All proposed chemicals shall be approved by the Florida Department of Agriculture.
- Chemicals shall be applied only when air currents are still and application methods prevent drift onto adjacent property and preventing toxic exposure to any person whether or not they are in or near the project.
- Records must be kept and retained as prescribed by law for the use of pesticides. For all applications, the contractor shall document starting dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions. This information shall be provided to the City in the monthly report.

- Any soil, turf, or plants contaminated by misuse of chemicals on the contract sites will be removed and replaced at cost to the contractor.

J. CLEAN-UP:

- Haul away all trimmings, trash, and debris from site, and properly dispose of at contractor's expense.
- Using a mechanized low-decibel blower, remove all debris from all walks, drives, roads, bicycle paths/lanes, and pedestrian areas whenever on site.
- Remove all fallen palm fronds or tree limbs, whenever on site.
- Remove all excess soil, trimmings, debris, and equipment from the contracted sites after each visit.
- Remove surface debris from top of catch basin grates. Contractor to report to City any visible blockage inside catch basins.
- All debris removed from the City is to be disposed of at an EPA and State of Florida approved dumping site, at contractor's expense.
- Contractor to provide City with report every month detailing total cubic yards of debris and trash collected from right of ways and streets.
- Blowing of clippings or leaves onto the street is not allowed.

6. REGULATIONS AND STANDARDS:

Contractor shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed. The contractor shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- FDOT (Florida Department of Transportation)
- OSHA (Occupational Safety and Health Act)
- EPA (Environmental Protection Agency)
- All State and Federal labor standards and practices, as applicable

7. PROFESSIONAL LICENSES:

The contractor must possess a Florida Pest Control Applicator License issued by the State of Florida for Lawn and Ornamentals and keep said license current throughout the term of the contract.

8. DEFINITIONS:

Landscape maintenance is defined, for the PROPOSAL purposes, to include: mowing, weeding, and edging of turf areas; flower and shrub bed weeding; hedge trimming; pruning and trimming; fertilization; pest and disease control; irrigation system diagnostics and repair; litter, trash, and landscape debris removal and disposal; and mulching as specified in the scope of work. Additionally, the contractor will also be responsible for providing the following services under this PROPOSAL with no extra labor, equipment, fuel, or travel charges to the City:

- Clean all catch basins while on-site.
- Pick up all trash and litter while on-site and submit a log indicating estimated amounts in cubic yards per NPDES requirements.
- Meet with City staff as directed.
- Monthly landscape and irrigation inspection reports shall be submitted with the invoice. The reports should include a checklist filled out describing all maintenance activities for the service period. If the contractor does not submit the monthly reports, the City reserves the right to deny payment until the missing report has been submitted and approved by the City.

9. CONTRACTOR STAFF TRAINING AND EXPERIENCE:

The contractor will provide staff capable of performing work at the highest standards of horticultural and landscape maintenance excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, plant health, pruning, tree and shrub care, integrated pest management, pesticide application, turf management, and irrigation maintenance. The City reserves the right to demand the replacement of contractor's staff who do not meet the City's standards for safety, professionalism, or horticultural knowledge.

All work shall be performed under the direct on-site supervision of a qualified landscape professional with a minimum of five (5) years combined horticultural education and experience as defined herein. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). The supervisor assigned must be identified by name and provide his or her cell phone number to ensure accessibility, coordination, and continuity.

All pruning will be performed by, or under the direct on-site supervision of, staff with proper documented education and training in proper pruning techniques. Pruning of trees greater than six inches DBH will only be performed under the supervision of an ISA certified arborist. The certified arborist shall be on site at all times when pruning occurs. Certifications will be provided to the City prior to award of contract.

10. DEFECTIVE WORK:

The contractor shall promptly correct all work rejected by the City as faulty, defective, or failing to conform to this scope of work. The contractor shall bear all costs of correcting such rejected work. In the event that contractor fails to timely mow or otherwise maintain a portion of the work, then the City, at its sole discretion and without waiving any other rights or remedies, may deduct from any amounts due to the contractor, the actual cost paid by the City to a third party to perform the work. If the City performs such work with its own personnel then the City may deduct from any amount due to the contractor such amount equal to what the contractor would have charged for doing the work, plus 15% of such amount.

11. OTHER WORK:

The contractor may be approached by some of the Home Owners Associations (HOA) about the contractor performing mowing activities near HOA owned and maintained

areas. The HOA owned areas are not part of the Ocoee City-wide Landscape Maintenance and Mowing Contract and the City is not responsible for maintenance.

Should the contractor contract with the HOA, it is strictly between the contractor and the HOA, and the City will not intercede on either party's behalf in any disputes. In addition, all outside work will not have an effect on the contractor meeting its obligations to the City of Ocoee.

12. UNIFORMS:

The contractor's employees shall wear uniform shirts and all trucks should be marked with the company name, at a minimum, for easy recognition by residents and City personnel. Employee safety is the contractor's responsibility, both in work clothing and actions, and shall be in accordance with applicable OSHA standards, and all equipment shall be operated in a safe manner as recommended by the manufacturer.

13. TRAFFIC CONTROL:

Compliance with all traffic control requirements per the latest edition of the Manual on Traffic Control Devices (M.U.T.C.D.) and the Florida Department of Transportation standards is required. If temporary lane closures become necessary, contractor shall obtain prior authorization from City's Public Works Director before commencing work. Work that effects traffic lanes shall not be performed between 7:00-9:00 AM and 4:00-6:00 PM in the peak direction of traffic unless otherwise permitted by City's Public Works Director.

14. DAMAGE TO PROPERTY:

All damages including but not limited to damage to sprinklers, irrigation lines, walls, trees, shrubs, poles/posts, signs, street furniture, landscaping, etc. caused by the contractor in performance of the mowing activities shall be repaired in a timely manner at the contractor's expense.

15. PRICING:

Proposer shall provide an annual dollar amount for each location listed on the Proposal Form of this RFP based on the required frequencies and standards. It is the contractor's responsibility to verify the size and location of each item prior to providing the proposal. After the initial three (3) year term of this Agreement, price adjustments will be allowed pursuant to the City's Price Adjustment provisions.

16. ADDITIONS AND/OR DELETIONS:

City reserves the right to add or delete locations from the list. A two (2) week written notice shall be provided to the contractor by the City's contract manager. The City's contract manager will issue the change in service in writing along with a modified Proposal Form. For additions to the contract, a monthly and an annual price will be solicited and negotiated in advance prior to issuance of a notice of change to the contractor.

17. SPECIAL CONTRACTOR REQUIREMENTS:

At the start of the contract, the contractor will provide the City with the name and cell phone number of the Company Quality Control Representative. The Quality Control Representative shall respond to all City complaints or inspection deficiencies immediately. The contractor's representative will inform the City immediately after the corrections have been made. Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours, after-hours, weekend, and holidays. Contractor shall demonstrate the ability to perform limited basic landscape and irrigation design services as requested by the City by providing examples of previous experience of similar projects.

Contractor shall also demonstrate the ability to perform landscape and irrigation installation services as requested by the City by demonstrating previous experience in performing previous projects. Contractor shall perform a monthly irrigation inspection and test. Results of inspection and test will be provided in a written report to the City detailing any required repairs.

18. ADDITIONAL WORK:

The City may ask the contractor for additional services. The contractor shall submit a written proposal for each City requested addition service. The cost for these services shall be negotiated and are in addition to annual contract for landscape maintenance and mowing services. The City Manager will have the authority to approve change orders requests for up to the limit of his purchasing authority for each change order. Additional work beyond the City Manager's authority must be approved by the City Commission. The contractor may not begin any additional work without the written consent of the City. Additional work may include, but not limited to the following:

- a) Sod Replacement and/or New Installations
- b) Plant and Tree Installation and all preparation work required for the installation of plant materials, including staking, irrigation mulching
- c) Tree Removal
- d) Irrigation System Repair beyond the Scope of this Proposal
- e) Irrigation System Redesign, Installation, and/or Retrofit
- f) Additional Fertilizing Applications
- g) Additional Pest Control Applications
- h) Additional Mulch Applications
- i) Extra Tree and/or Palm Pruning
- j) Additional Sites and/or ROW
- k) Other Landscape Services as may be assigned

End of Scope

RFP #20-005 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

Cepra Landscape LLC
COMPANY NAME

407-287-5622
TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

RMaier@cepralandscape.com
E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

Robert P. Maier - President
NAME/TITLE (PLEASE PRINT)

PO Box 865
STREET ADDRESS

Oakland FL 34760
CITY STATE ZIP

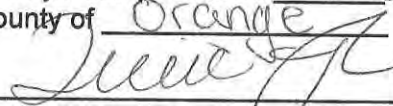
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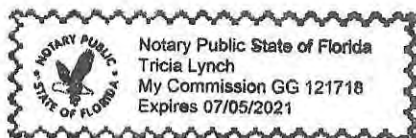
Individual X Corporation Partnership Other
(Specify)

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this 15th day of June, 2020.

Personally Known X or
Produced Identification

(Type of Identification)

Notary Public - State of Florida
County of Orange

Signature of Notary Public



Printed, Typed or Stamped Commissioned
Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder: Cepira Landscape LLC

Signature



By:



(Print or Type Name)

Title:

President

Date:

6-15-20



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their RFP: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this RFP. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this RFP.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged by:

Cepira Landscape LLC

Firm Name

Signature

Robert P. Miller - President

Name and Title (Print or Type)

6-15-20

Date

EXHIBIT F
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cepra Landscape LLC
, as Principal, and Great Midwest Insurance Company
 as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida,
as Owner, in the penal sum of, (5 percent of the Contract Bid) \$
-----Five Percent Of The Bid Amount-----
(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 15th day of June, 2020. The Condition of the
above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida
a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
for the **RFP #20-005 Landscaping, Landscape Maintenance, and Mowing Services.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors,
administrators, successors and assigns to pay to Owner upon default of Bidder any
damages, costs, or expenses, including attorney's fees, incurred by Owner that are
proximately caused by such default. In no event shall Bidder's and Surety's obligation
hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required
by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the
executed Agreement required by the Bidding Documents and any performance and
payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the
Bidding Documents (or any extension thereof agreed to in writing by Owner) the
executed Agreement required by the Bidding Documents and any performance and
payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days
from the time and date fixed for the opening of Bids (or any extension thereof agreed
to in writing by Bidder and, if applicable, consented to by Surety when required by
paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
--	---

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is PARTNERSHIP , complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is **CORPORATION**, complete this signature block.

Cepra Landscape LLC

(Corporation Name)

Florida

(State of Incorporation)

By: 

(Name of Person Authorized to Sign - See Note 1)

President

(Title)



(Authorized Signature)

Robert P. Maier

(Corporation President)

402 E. Vick Avenue, Oakland, FL 34760

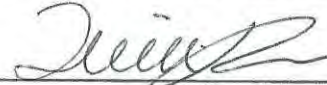
(Business Address)

407-717-0635

(Telephone No.)

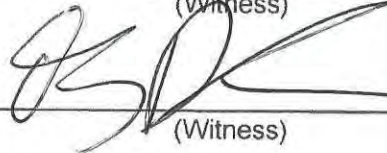
(Florida License No.)

(1)



(Witness)

(2)



(Witness)

(SEAL)

SURETY

<p><u>Great Midwest Insurance Company</u> (Surety Business Name)</p> <p>8800 Gessner Road, Suite 600 Houston, TX 77024 (Principal Place of Business)</p> <p>By: <u>[Signature]</u> (Surety Agent's Signature - See Note 2)</p> <p><u>Bonnie Robbins</u> (Surety Agent's Name)</p> <p><u>Attorney In Fact & Resident Agent</u> (Surety Agent's Title)</p> <p><u>Insurance Office of America</u> (Business Name of Local Agent for Surety)</p> <p>1855 West State Road 434 Longwood, FL 32750 (Business Address)</p> <p>407-788-3000 GM-202985 (Telephone No.) (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) _____ (Witness)</p> <p>(2) _____ (Witness)</p> <p>Attest: (If Agency is a Corporation)</p> <p><u>[Signature]</u> (Corporate Secretary Signature)</p> <p><u>Aaron Binder</u> (Corporate Secretary Name)</p> <p>(Corporate Seal)</p>
---	--

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Longwood)

Before me, a Notary Public, came Bonnie Robbins by means of ☒ physical
presence or ☐ online notarization known to me, and known to be the Attorney-in-Fact of
Great Midwest Insurance Company a Texas Corporation, which
(Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of
said

Great Midwest Insurance Company were affixed by order and authority of said Company's Board of Directors,
(Surety Company)

and that the execution of the attached bond is the free act and deed of Great Midwest Insurance Company
(Surety Company)

Given under my hand and seal this 15th day of June, 2020.



Susan Carpino
(Notary Public) Susan Carpino

My Commission Expires November 20, 2021

END OF SECTION

POWER OF ATTORNEY
Great Midwest Insurance Company

GM- 202985

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint
Barry Page, Taylor Pollock, Bonnie Robbins

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



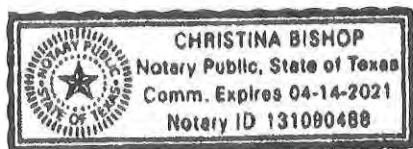
GREAT MIDWEST INSURANCE COMPANY

BY

Peter B. Smith
President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of June, 2020.



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Discover **CEPRA** and See the Difference

EXHIBIT F
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cepra Landscape LLC
, as Principal, and Great Midwest Insurance Company
 as Surety, are hereby held and firmly bound unto the City of Ocoee, Florida,
as Owner, in the penal sum of, (5 percent of the Contract Bid) \$
-----Five Percent Of The Bid Amount-----
(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 15th day of June, 2020. The Condition of the
above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida
a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
for the **RFP #20-005 Landscaping, Landscape Maintenance, and Mowing Services.**

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors,
administrators, successors and assigns to pay to Owner upon default of Bidder any
damages, costs, or expenses, including attorney's fees, incurred by Owner that are
proximately caused by such default. In no event shall Bidder's and Surety's obligation
hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required
by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the
executed Agreement required by the Bidding Documents and any performance and
payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the
Bidding Documents (or any extension thereof agreed to in writing by Owner) the
executed Agreement required by the Bidding Documents and any performance and
payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days
from the time and date fixed for the opening of Bids (or any extension thereof agreed
to in writing by Bidder and, if applicable, consented to by Surety when required by
paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
--	---

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is PARTNERSHIP , complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is **CORPORATION**, complete this signature block.

Cepra Landscape LLC

(Corporation Name)

Florida

(State of Incorporation)

By: 

(Name of Person Authorized to Sign - See Note 1)

President

(Title)



(Authorized Signature)

Robert P. Maier

(Corporation President)

402 E. Vick Avenue, Oakland, FL 34760

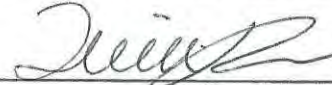
(Business Address)

407-717-0635

(Telephone No.)

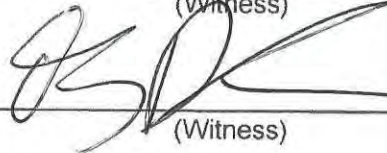
(Florida License No.)

(1)



(Witness)

(2)



(Witness)

(SEAL)

SURETY

<p><u>Great Midwest Insurance Company</u> (Surety Business Name)</p> <p>8800 Gessner Road, Suite 600 Houston, TX 77024 (Principal Place of Business)</p> <p>By: <u>[Signature]</u> (Surety Agent's Signature - See Note 2)</p> <p><u>Bonnie Robbins</u> (Surety Agent's Name)</p> <p><u>Attorney In Fact & Resident Agent</u> (Surety Agent's Title)</p> <p><u>Insurance Office of America</u> (Business Name of Local Agent for Surety)</p> <p>1855 West State Road 434 Longwood, FL 32750 (Business Address)</p> <p>407-788-3000 GM-202985 (Telephone No.) (Bond No.)</p>	<p>Witness: (If agency is not a Corporation)</p> <p>(1) _____ (Witness)</p> <p>(2) _____ (Witness)</p> <p>Attest: (If Agency is a Corporation)</p> <p><u>[Signature]</u> (Corporate Secretary Signature)</p> <p><u>Aaron Binder</u> (Corporate Secretary Name)</p> <p>(Corporate Seal)</p>
---	--

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
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ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Longwood)

Before me, a Notary Public, came Bonnie Robbins by means of ☒ physical
presence or ☐ online notarization known to me, and known to be the Attorney-in-Fact of
Great Midwest Insurance Company Texas Corporation, which
(Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of
said

Great Midwest Insurance Company were affixed by order and authority of said Company's Board of Directors,
(Surety Company)

and that the execution of the attached bond is the free act and deed of Great Midwest Insurance Company
(Surety Company)

Given under my hand and seal this 15th day of June, 2020.



Susan Carpino
(Notary Public) Susan Carpino

My Commission Expires November 20, 2021

END OF SECTION

POWER OF ATTORNEY
Great Midwest Insurance Company

GM- 202985

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint
Barry Page, Taylor Pollock, Bonnie Robbins

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Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



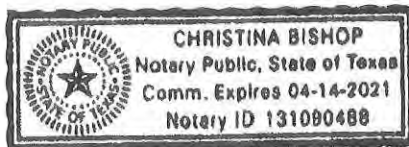
GREAT MIDWEST INSURANCE COMPANY

BY

Peter B. Smith
President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of June, 2020.



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Florida Department of Agriculture and Consumer Services



NICOLE "NIKKI" FRIED, Commissioner

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[Administrators Tool](#)

[Licensee Report
Tool](#)

Personal Details

Name: MAIER, ROBERT P
Company Name: CEPRA, LANDSCAPE LLC

License Details

License Number: JF152443 DTN:
License Type: Certified Pest Control Operator Expiration Date: 6/1/2021
License Category: Lawn and Ornamental

Emails

Email: Business Email: rmaier@cepralandscape.com
Work Email:

Phones

Cell Phone: 407-717-0635 Ext: Home Phone: 407-717-0635 Ext:
Business Phone: Ext: Fax: Ext:

Home Address

402 EAST VICK AVE,
OAKLAND, ORANGE
FL 34760

Business Address

Mailing Address

New Search



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company

CEPRA LANDSCAPE LLC

Filing Information

Document Number L15000022234
FEI/EIN Number 47-3033703
Date Filed 02/05/2015
Effective Date 02/05/2015
State FL
Status ACTIVE

Principal Address

402 EAST VICK AVE
OAKLAND, FL 34760

Mailing Address

P.O. BOX 865
OAKLAND, FL 34760

Registered Agent Name & Address

MAIER, ROBERT P
402 EAST VICK AVE
OAKLAND, FL 34760

Authorized Person(s) Detail

Name & Address

Title MGR

MAIER, ROBERT P
PO BOX 361
OAKLAND, FL 34760

Title Manager

Ray, Brandon
P.O. BOX 865
OAKLAND, FL 34760

Annual Reports

Report Year	Filed Date
2018	01/16/2018
2019	02/17/2019

2020

01/14/2020

Document Images

<u>01/14/2020 -- ANNUAL REPORT</u>	View image in PDF format
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<u>02/05/2015 -- Florida Limited Liability</u>	View image in PDF format