

**REQUEST FOR PROPOSALS**  
**FOR**  
**LANDSCAPING MAINTENANCE MORSE BLVD PHASE V**

**RFP # 12P-018**



Issued By:

Village Community Development Districts  
Purchasing Department  
Aileen Jones, Purchasing Supervisor  
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Date of Issue: **Sunday, May 6, 2012**  
Due Date / Time: **Friday, June 1, 2012 @ 3:00 pm**

**CALENDAR OF EVENTS / RFP TIMELINE**

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Department. If the Purchasing Department finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
<b>Issue RFP</b>	May 6, 2012
<b>Pre-Proposal Conference</b>	Thursday, May 10, 2012 @ 3:30 pm
<b>Last Day for Questions</b>	Thursday, May 17, 2012 @ 4:00 pm
<b>Proposals Due</b>	Friday, June 1, 2012 @ 3:00 pm
<b>Selection Committee Meeting</b>	Thursday, June 21, 2012 @ 2:00 pm
<b>District Board Approval</b>	July 19, 2012

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## **PROPOSAL CHECKLIST**

This standardized check list has been provided to assist the Proposer with the submission of their Proposal package. This check list cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance. Proposals may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The District may reject as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

- ☐ Proposal Cover Sheet
- ☐ Proposal Form(s)
- ☐ Exceptions / Deviations Page
- ☐ Disclosure of Subcontractors, Subconsultants and Suppliers
- ☐ Proposer Certification / Addenda Acknowledgement Form
- ☐ General Terms and Conditions
- ☐ Drug Free Workplace Certificate
- ☐ Statement of Contractor's Experience, Equipment and Personnel
- ☐ W-9
- ☐ Copy of Required/Applicable Licenses or Certifications
- ☐ Required Number of Copies (1 Original and 5 copies = 6 Total)

## **PART 1 INTENT AND GENERAL INFORMATION**

### **REQUEST FOR PROPOSALS**

Sealed proposals will be received by the Sumter Landing Community Development District located at 1894 Laurel Manor Drive, The Villages, Florida 32162, until 3:00pm, Friday, June 1, 2012 for: RFP # 12P-018 - Landscaping Maintenance Morse Blvd Phase V. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 4:00pm, Thursday, May 17, 2012 will be considered. Questions will not be answered over the phone. Questions must be in writing and faxed to (352) 751-6715, attention: Aileen Jones or sent via e-mail to [aileen.jones@districtgov.org](mailto:aileen.jones@districtgov.org).

### **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Thursday, May 10, 2012 at 3:30 pm at the Purchasing Department at 1894 Laurel Manor Drive, The Villages, Florida 32162. All interested parties wishing to submit a proposal for RFP #12P-018 are strongly encouraged to attend this meeting. Furthermore, it is recommended that all contractors visit and inspect the work sites prior to the pre-proposal conference so that questions can be answered during the meeting.

### **FORMS & SPECIFICATIONS**

Submitters are required to use the official "PROPOSAL FORMS", and all attachments itemized herein are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the PROPOSAL FORMS and explained in detail on the EXCEPTION / DEVIATION FORM.

### **HOW TO SUBMIT A PROPOSAL**

One complete proposal form set (1 original plus 5 copies) with all required documents as itemized and included herein is to be submitted in a sealed envelope, on the outside of which shall be prominently marked with the following identification: "RFP # 12P-018 - Landscaping Maintenance Morse Blvd Phase V" together with the name and address of the submitter. The RFP should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All proposals shall be mailed or hand delivered to the Purchasing Supervisor at the address given, by the date and time set forth herein.

### **VENDOR RESPONSIBILITY**

Submitters are fully and completely responsible for the labeling, identification and delivery of their proposals. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.
- Invitation by the Sumter Landing Community Development District to vendors is based on the recipient's specific request and application to [www.demandstar.com](http://www.demandstar.com), [www.districtgov.org](http://www.districtgov.org), or as

the result of response by the public to the legal advertisements required by State and District law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

- 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 a contract to provide any goods or services to a public entity, may not submit a proposal on a contract 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 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the District.
- Any vendor who submits a no-proposal response shall submit the no-proposal response in an envelope marked on the outside of the mailing envelope, together with the required proposal identification number.

#### **PROPOSAL DOCUMENTS REQUIRED**

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposal Form.
- Exceptions or Deviations to Specifications form.
- Disclosure of Subcontractors, Subconsultants and Suppliers
- Proposer Certification / Addenda Acknowledgement Form.
- General Terms and Conditions statement must be signed and returned with the proposal form.
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- A sworn, notarized Statement of Contractor's Experience, Equipment and Personnel.
- W-9
- Any and all applicable licenses or certifications must be included. This can also include any additional certifications or education of the organization or of staff who will be performing the actual work.

#### **INSURANCE REQUIREMENTS**

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the District's Purchasing Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the

terms and conditions of the RFP. The District 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 Contractor and/or subconsultant providing such insurance.

- **General Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
- **Automobile Liability Insurance** covering all automobiles and trucks the Contractor may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- **Waiver of Subrogation:** By entering into any contract as a result of this RFP, Contractor agrees to a Waiver of Subrogation for each policy required above.
- **General Aggregate Limit.** The general aggregate limit shall apply per project.
- **Workers' Compensation Insurance**, as required by the State of Florida. Contractor and any subconsultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
- **Certificate(s) shall be dated and show:**
  - The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
  - Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - Subrogation of Waiver clause.
  - The Sumter Landing Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
  - The Contractor shall require of each its subconsultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its subconsultants and/or subcontractors in its policy as described above.
  - All insurance policies shall be written on companies authorized to do business in the State of Florida.

The District reserves the right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.



## **EXAMINATION OF PROPOSAL DOCUMENTS**

- Each vendor shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Purchasing Department, in writing.

## **INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any inquiry or request for interpretation received by the Purchasing Supervisor before 4:00p.m., Thursday, May 17, 2012, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference (if applicable) and uploaded to [www.demandstar.com](http://www.demandstar.com) and [www.districtgov.org](http://www.districtgov.org). Each Proposer shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The District and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

## **ALTERNATES**

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the Proposal, except as hereinafter provided.

## **CHANGES / MODIFICATIONS**

The Sumter Landing Community Development District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

## **GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with the District's Purchasing Policies and Procedures, District resolutions, District rules, all federal, state and local laws,

ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

**BLACK OUT PERIOD**

The black out period is defined as between the time the submittals for an Invitation to Bid, Request for Proposals, Request for Qualifications or the Invitation to Negotiate, as applicable, are issued by the District Purchasing Department and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, oral presentations before the selection committee, contract negotiations, or communications with staff not concerning this solicitation.

**CONTRACT NEGOTIATION**

The Selection Committee shall rank all received proposals and provide the Purchasing Supervisor with the rankings and a recommended primary ranked firm. If deemed prudent or necessary, the Purchasing Supervisor is authorized to negotiate with the top ranked firm. The proposal signed by the successful Proposer along with documentation included in the proposal as required by this solicitation and other additional materials submitted by the Proposer and accepted by the District shall be the basis for negotiation of a contract addressing the requirements of the solicitation. The resulting contract will be approved by the District Board of Supervisors.

**PROVIDING PERFORMANCE BOND**

It is not anticipated that the Sumter Landing Community Development District will be requesting a performance bond for this contract. However, the Sumter Landing Community Development District reserves the right to request a Performance Bond prior to commencing work. If requested, Performance Bond must be in the form of a Cashier's Check, Money Order, Certified Check, or Certified Bond from an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor in which a surety guarantees to the District that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the District, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

**FISCAL YEAR FUNDING APPROPRIATION**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

**TAX EXEMPT STATUS**

The Village Community Development Districts are special purpose governmental agencies under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

**PAYMENTS**

Payments shall be made pursuant to Section 218.70, Florida Statutes, the Prompt Payment Act, and all District policies promulgated thereby.

**PERMITS / LICENSES / FEES**

Any permits, licenses or fees required will be the responsibility of the contractor.

**INDEMNIFICATION**

The successful Proposer must fully indemnify the District(s). Such indemnification will be documented in the contract documents.

**PROTECTION OF RESIDENT WORKERS**

The Village Community Development Districts actively support the Immigration and Nationality Act of 1952 (INA) and the Immigration Reform and Control Act of 1986 (IRCA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination and the State of Florida Executive Order Number 11-02 requiring that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the contractor to perform work pursuant to the contract.

All Service contractors and /or vendors who wish to contract with the District to provide services must first certify they have registered with, will participate in, and continue utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government of its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of the agreement.

Participation in the E-Verify program will only be required of the awarded contractor. To certify participation in the program, awarded contractor, and any subcontractors to the contractor, will be required to sign an E-Verify Contractor/Subcontractor Affidavit (see Part6: Exhibits for sample affidavits).

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

**VILLAGE COMMUNITY DEVELOPMENT DISTRICTS**

The Village Center Community Development District, Sumter Landing Community Development District and Village Community Development Districts 1-10 are local units of special-purpose government and reserve the right to reject any and/or all proposals, reserve the right to waive any informalities or irregularities in the proposal or examination process, reserve the right to select low proposal per item, and reserve the right to award proposals and/or contracts in the best interest of the Districts.

**REFERENCE TERMS**

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" or the "Village Community Development Districts" shall be construed to refer to the specific District or Districts for which the solicitation was issued and those District(s) shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

**RIGHT TO AUDIT RECORDS**

The Districts 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 the Agreement or any sub-contract to the 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 the 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.

**ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**PROPRIETARY INFORMATION**

Responses to this Request for Proposals, upon receipt by the District, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Record Law. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. All materials that qualify for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION", with the firm's name and the proposal number marked on the outside. Such designation of an item as a trade secret may be challenged in court by any person. By the proposer's designation of material submitted to the District as a "trade secret", the proposer agrees to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of any legal action challenging the proposer's "trade secret" claim.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES**

The Proposer by submitting a proposal acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. The successful Proposer has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Proposer's approval. Without the Proposer's approval, the seeking agency cannot Piggy-Back.

## PART 2 EVALUATION PROCESS

### PROPOSAL EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information to the Purchasing Department by the due date and time. Proposals will be evaluated on the following criteria:

Factor	Description	Points
1.	<b>Completeness of Proposal</b> Completeness of response in accordance with RFP instructions and requirements.	10
2.	<b>Experience</b> Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.	25
3.	<b>Qualifications of Key Personnel</b> Qualifications of staff, adequacy of labor commitment, training programs for staff.	15
4.	<b>Machinery, Equipment, and Manpower</b> Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner.	20
5.	<b>References</b> Assessment of contractor's work by client references and references with demonstrated success in providing similar services.	10
6.	<b>Cost</b> Reasonableness of the total price relative to the work being performed.	20
Total		100

Once proposals are received, the Selection Committee members will independently review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the District.

The District reserves the right to apply the evaluation criteria in any manner it deems necessary and to evaluate each firm separately or comparatively, using these criteria in any weight or importance as it sees fit. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Selection Committee Member, Board member, staff member or any person other than the Purchasing Department for questions relating to this project. Anyone attempting to lobby District representatives will be disqualified.

The Selection Committee will meet to evaluate proposals on Thursday, June 21, 2012 at 2:00 pm at the Village Community Development Districts Purchasing Department, 1894 Laurel Manor Drive, The Villages, FL 32162.

Once the proposals have been reviewed and scored by the selection committee, the recommendation of award will be uploaded to [www.demandstar.com](http://www.demandstar.com) and [www.districtgov.org](http://www.districtgov.org).

Proposal awards are subject to Board approval.

**PART 3  
PROPOSAL SUBMITTAL**

An original and five (5) copies (for a total of 6), of each proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, "RFP # 12P-018 - Landscaping Maintenance Morse Blvd Phase V". Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "RFP # 12P-018 - Landscaping Maintenance Morse Blvd Phase V" and the contents sealed as required.

- Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 3:00pm, Friday, June 1, 2012. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense.
- Any 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 a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, 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 ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter Landing Community Development District reserves the right to reject any and/or all proposals, reserves the right to waive any informalities or irregularities in the proposal or evaluation process, and reserves the right to award contract(s) in the best interest of the District.

**PART 4  
PROPOSAL DOCUMENTS**

**PROPOSAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b>
<b>Federal Employer Identification Number (EIN):</b>  <b>State of Florida License Number (If Applicable):</b>  <b>Name of Contact Person:</b>  <b>Title:</b>  <b>E-Mail Address:</b>
<b>Mailing Address:</b>  <b>Street Address (if different):</b>  <b>City, State, Zip:</b>  <b>Telephone:</b> _____ <b>Fax:</b> _____
<b>Organizational Structure – Please Check One:</b>  Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>  <b>If Corporation:</b> <b>Date of Incorporation:</b> _____ <b>State of Incorporation:</b> _____  <b>States Registered in as Foreign Corporation:</b>
<b>Does your firm accept Visa® for payment?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Authorized Signature:</b>  <b>Print Name:</b> _____  <b>Signature:</b> _____  <b>Title:</b> _____  <b>Phone:</b> _____
<b><i>This document must be completed and returned with your Submittal.</i></b>

## PROPOSAL FORM

Area Description	Zoysia Turf (Sq Yd)	Annuals (x4 change outs per year)	Shrub Beds (Sq Yd)	Trees	Palms	Irrigation Zones	Pine Straw Bales
<b>Basins</b>							
Morse Blvd Phase V	20,092	3,716	12,850	133	189	74	1,157
<b>TOTAL QUANTITIES</b>	20,092	3,716	12,850	133	189	74	1,157
<b>UNIT COST</b>							n/a
<b>ANNUAL COST</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a
<b>TOTAL MONTHLY AMOUNT FOR ALL AREAS</b>							<b>\$0.00</b>
<b>TOTAL ANNUAL AMOUNT FOR ALL AREAS</b>							<b>\$0.00</b>

## NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

\_\_\_\_\_  
Authorized Agent Name, Title (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***This document must be completed and returned with your Submittal***



**SUPPLEMENTAL IRRIGATION PROPOSAL FORM**

<b>Valves</b>	<b>Part No.</b>	<b>Unit Price</b>
<b>Rain Bird PESB - PRS - D Series</b>		
Rain Bird PRS Dial pressure module	B33135	
Rain Bird 1" Valve	100-PESB-PRS-D	
Rain Bird 1 1/2" Valve	150-PESB-PRS-D	
Rain Bird 2" Valve	200-PESB-PRS-D	
Electric, brass 300-BPES - 3"	B38113	
Diaphragm Assembly PGA 100	208143	
Diaphragm Assembly PGA 150	234882	
Diaphragm Assembly PGA 200	209005	
Diaphragm Assembly BPES 300	231542	
Electric Solenoid 24 VAC PGA	209532-02	
Electric Solenoid 24 VAC 300 BPES	B31800	
9-Volt Potted Latching Solenoid	TBOS-PSOL	
<b>Rain Bird 1800 PRS Series Pop Up Sprinkler</b>		
1804 PRS (Pressure Regulated) 4" pop-up spray sprinkler body	1804-PRS	
1804 SAM PRS (Seal-A-Matic Check Valve)	1804-SAM-PRS	
1806 PRS 6" pop-up	1806-PRS	
1806 SAM PRS 6" pop-up	1806-SAM-PRS	
1812 PRS 12" Pop-up body	1812-PRS	
1812 SAM PRS 12" pop-up	1812-SAM-PRS	
<b>Tree Spray Heads and Nozzles</b>		
Rain Bird SQ Series Square Quarter Nozzle	SQ QTR	
Rain Bird 1806 sprinkler with maxi jet pop up adaptor with Top Hat 180 Spray Jet Nozzle		
Rain Bird 1400 Series Pressure Compensating Full-Circle Bubbler	1404	
<b>Rain Bird VAN Series Nozzles (Variable Arc Nozzles)</b>		
6' VAN Nozzle	6-VAN	
8' VAN Nozzle	8-VAN	
10' VAN Nozzle	10-VAN	
12' VAN Nozzle	12-VAN	
15' VAN Nozzle	15-VAN	
18' VAN Nozzle	18-VAN	
<b>Villa Clocks-Hunter XC Hybrid, Stainless Locking Cabinet</b>		
4-Zone Clock	XCH-400-SS	
6-Zone Clock	XCH-600-SS	

8-Zone Clock	XCH-800-SS	
10-Zone Clock	XCH-1000-SS	
12-Zone Clock	XCH-1200-SS	
<b>Hunter ICV Valves</b>		
ICV Valve-1" For potable water		
ICV Valve-1 1/2" For potable water		
ICV Valve-2" For potable Water		
ICV Valve-1" Filter Sentry Valve for non-potable water		
ICV Valve-1 1/2" Filter Sentry Valve for non-potable water		
ICV Valve-2" Filter Sentry Valve for non-potable water		
Hunter 9-V latching Solenoid	#458200	
<b>Rain Bird 5000 Series Rotors-w/nozzle</b>		
5004-RRS 4" Rotor (Pressure Regulated)	5004-RRS	
5004-SAM-PRS (Seal-A-Matic)	5004-SAM-PRS	
<b>Rainbird 9-Volt Timers</b>		
TBOS 9-Volt Controller single zone	TBOS-1CMUS	
TBOS 9-Volt Controller two zone	TBOS-2CMUS	
TBOS 9-Volt Controller four zone	TBOS-4CMUS	
TBOS 9-Volt Controller six zone	TBOS-6CMUS	
9-Volt Alkaline battery		
<b>Hunter PGP ADJ Series rotor-w/nozzle</b>		
4" pop-up Rotor	PGP-ADJ	
<b>Hunter Institutional Series Pop-up Sprinkler</b>		
6" Institutional pop-up with check valve, pressure regulated	INST-06-CV-R	
12" Institutional pop-up with check valve, pressure regulated	INST-12-CV-R	
Hunter Adjustable Nozzle		
Hunter Fixed Arc Nozzle		
<b>Hunter Smart Valve Controllers, Wireless Valve System 9-Volt</b>		
Single station controller	WVC-100	
Two station controller	WVC-200	
Four station controller	WCV-400	
<b>Rainmaster Decoders for Two-Wire Systems</b>		
Single Zone Decoder	TW-D-1	
Two zone Decoder	TW-D-2	
Four Zone Decoder	TW-D-4	
<b>Hunter Rain Sensors</b>		
Hunter Mini-Clik Rain Sensor	BPSW	
Hunter Solar Sync Rain Sensor		

<b>MP Rotator</b>		
1000 series		
2000 series		
3000 series		

***This document must be completed and returned with your Submittal***

## WILDLIFE HABITAT MANAGEMENT PLAN

*"I DO HEREBY ACKNOWLEDGE RECEIPT OF THE TRI-COUNTY VILLAGES PROTECTED SPECIES AND ENVIRONMENTAL COMPLIANCE INFORMATION BROCHURE AND WILL DISTRIBUTE COPIES OF SAID BROCHURE TO ALL EMPLOYEES AND SUBCONTRACTOR EMPLOYEES. I UNDERSTAND THAT THE WILDLIFE MANAGEMENT PLAN IS AVAILABLE FOR REVIEW AT MY REQUEST AND THAT I AGREE TO ADHERE TO THE REGULATIONS AND GUIDELINES SET FORTH IN THE WILDLIFE MANAGEMENT PLAN."*

### CONTRACTOR

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

***This document must be completed and returned with your Submittal***

## WILDLIFE PROTECTION

Tri-County Villages serves as a prime example of a major private development that has worked closely with Federal and State Regulatory Agencies to minimize adverse effects on protected species and their habitats. There are a number of protected species of wildlife and plants found within this development. Twelve protected species preserves have been planned for this more than 7,000 acre community. Specific procedures and conditions for design, construction, and operation of these preserves and other facilities of this development are outlined in the approved Wildlife Habitat Management Plan.



Western Indigo Snake (above)

It is important that all workers, including construction and operations staff become familiar with the protected species, habitats and site use restrictions. These wildlife, plants, and habitat are legally protected by the federal Endangered Species Act and/or Chapter 39 of the Wildlife Code of the State of Florida.

## SITE USE RESTRICTIONS

### FOR ALL WORKERS: AGRICULTURE AND CONSTRUCTION

- Don't park vehicles under the trees which remain in all of the areas.
- Don't bother turtle or owl burrows, or kestrel nest trees or nest boxes.
- Don't bother snakes, owls, turtles, kestrels, wading birds, gopher frogs or alligators.
- Don't knock down dead trees without specific permission.
- Don't go inside the posts which delineate burrows, and area 40 feet around all turtle or owl burrows whether they are staked or not is protected.
- Domestic pets are not permitted in construction areas or preserves.
- Don't feed or otherwise attract wildlife in construction zones and remove all food-related trash from construction zones.

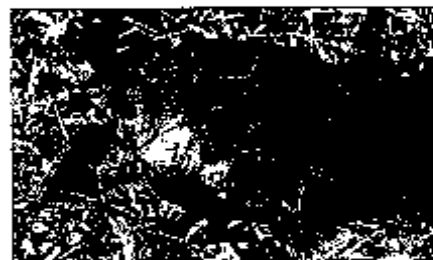
## NOTIFY YOUR FOREMAN:

1. if you see a protected species within construction areas.
2. if you see a protected species in danger of being injured or killed or find a dead or injured animal.

Gopher tortoises found wandering around should be moved out of burrow way.

# TRI-COUNTY VILLAGES

## PROTECTED SPECIES AND ENVIRONMENTAL COMPLIANCE INFORMATION



Gopher tortoise

GRANT  
&  
DZURO

Engineers  
Surveyors  
Planners

Water & Air Research, Inc.

# PROTECTED SPECIES

Sherman's Fox Squirrel  
Florida Mouse  
Tricolored Heron  
Little Blue Heron  
Florida Sandhill Crane  
Snowy Egret  
Florida Burrowing Owl  
Bald Eagle  
Southeastern American Kestrel  
American Alligator  
Gopher Tortoise  
Florida Pine Snake  
Eastern Indigo Snake  
Gopher Frog

## GOPHER TORTOISE BURROWS AND OWL BURROWS ARE ALSO PROTECTED

The federal Endangered Species Act prohibits the taking of any protected species, including eggs, nests, dens, homes, or body parts. The term taking is interpreted to include harassing, harming, pursuing, hunting, killing, wounding, trapping, capturing, or collecting or attempting to engage in such conduct. Chapter 39 of the Wildlife Code in Florida prohibits taking of any protected species without a permit from the Florida Game and Fresh Water Fish Commission (FGFWFC).

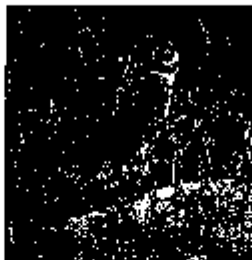
Permits for construction require mitigation procedures to minimize adverse effects on protected species such as tortoises and kestrels.

## PENALTIES AND ENFORCEMENT

Any person who knowingly violates the prohibitions of the Endangered Species Act may be subject to fines up to \$25,000 for each civil violation and up to \$50,000 and/or imprisonment for a criminal violation. Violation of Florida State Wildlife Code are punishable as a second degree misdemeanor with fines up to \$500 and/or 60 day imprisonment for first offenses and additional penalties thereafter.

## FLORIDA BURROWING OWL

This small owl is often seen sitting by it's burrow on the ground or on a fence post near-by. The head is round with bright yellow eyes, the chest is white with heavy brown streaks, and the long legs are also yellow. When disturbed this owl will fly away or run down into the burrow though they often do well around human activities, feeding on grasshoppers in yards and gardens.



Florida burrowing owl (above)

## GOPHER TORTOISE

This land-dwelling turtle is known for digging burrows in dry sandy habitats. The entrance of the burrow is usually marked by a mound of sand with a downward sloping entrance which may go as deep as 18 feet and run laterally underground for some 35 feet. The gopher tortoise is brown or gray with a yellow underside and gray head and feet as an adult. The head, feet and shell are usually yellow in young ones with brown lines between the carapace scales. Other protected species like the Gopher frog, the Florida pine snake, or the Indigo snake may be found in tortoise burrows.

## SOUTHEASTERN AMERICAN KESTREL

This small rusty colored falcon normally nests in hollow or dead trees in abandoned woodpecker holes between 10 and 30 feet off the ground. The colorful male kestrel has gray-blue over the wings and two black stripes on the face. Any disturbance near the nest tree could result in egg breakage or loss of the young.

## AMERICAN ALLIGATOR

Alligators may be found in the wetland preserves and other freshwater habitats in our area. These reptiles are black with yellow stripes when young and black to gray as adults. Females will defend their young or their nest, a vegetation mound usually found above the high water mark.

## WADING BIRDS

Tricolored herons, Little Blue herons, Snowy egrets, and the Florida Sandhill Crane may all be found in wetland areas or even feeding in pastures or grassy lawns. Discarded fishing line and misuse of pesticides are severe hazards to these species.

## SHERMAN'S FOX SQUIRREL

This large squirrel with a black head and extra long tail feeds on pine nuts and acorns.



Gopher tortoise burrow (above)

## QUESTIONS?

## FIND A PROTECTED SPECIES?

Contact your foreman, he will call the Villages' Wildlife Officer,

Marty Dzaro  
(352) 753-6260

For protected wildlife remember this means no shooting, harassing, knocking down nests of any kind, driving on or otherwise damaging burrows. You may be arrested and held financially liable.

No workers are permitted into any of the preserve areas without special permission.

## EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

**Note: Proposer must sign the appropriate statement below as applicable.**

- ( ) Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm:

Signature:

- ( ) Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm:

Signature:

Proposer should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed “non-responsive”, risking rejecting of the submittal.

Attached are \_\_\_\_\_ additional pages.

***This document must be completed and returned with your Submittal***

**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**Name of Firm Submitting Proposal:**

(Print or Type)

**Name of Person Submitting Proposal:**

(Print or Type)

**Please list all Subcontractors, Subconsultants or Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.**

**Name of Firm or Agency:**

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:**

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:**

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:**

Address:

Telephone:

Contact Name / Title:

**Name of Firm or Agency:**

Address:

Telephone:

Contact Name / Title:

***This document must be completed and returned with your Submittal***



## PROPOSER'S CERTIFICATION

Submit To: Village Community Development Districts Purchasing Department 1894 Laurel Manor Drive The Villages, FL 32162 Phone 352-751-6700 Fax 352-751-6715	SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT  REQUEST FOR PROPOSAL (RFP) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: June 1, 2012</b>	<b>DUE TIME: 3:00pm</b>	<b>RFP # 12P-018</b>
<b>TITLE: Landscaping Maintenance Morse Blvd Phase V</b>		
<b>VENDOR NAME:</b>	<b>PHONE NUMBER:</b>	
<b>VENDOR MAILING ADDRESS:</b>	<b>FAX NUMBER:</b>	
<b>CITY/STATE/ZIP:</b>	<b>E-MAIL ADDRESS:</b>	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>		
_____ Addendum #	_____ Addendum #	_____ Addendum #
_____ Addendum #	_____ Addendum #	_____ Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District or any Village Community Development District, respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Districts 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 for price fixing relating to the particular commodities or services purchased or acquired by the Districts. At the Districts' discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>		
_____ Authorized Agent Name, Title (Print)	_____ Authorized Signature	_____ Date
<b><i>This form must be completed and returned with your Submittal</i></b>		

## STATEMENT OF TERMS AND CONDITIONS

**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/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION :** The Contractor agrees to indemnify and hold harmless Village Center Community Development District, Sumter Landing Community Development District, Village Community Development Districts 1-10 and their elected officials, employees and volunteers and defend and indemnify the Districts and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any District employee other than the Purchasing Supervisor. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (BID) must be submitted in writing to the District's Purchasing Supervisor.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Districts at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Supervisor before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The District and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Supervisor at (352) 751-6700. All RFP's/BID's submitted in response to this solicitation become the property of the District. Unless information submitted is proprietary, copy written, trademarked, or patented, the District reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** The Village Center Community Development District, The Sumter Landing Community Development District, and Village Community Development Districts 1-10 are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Districts to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**DISTRICTSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the District. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Supervisor will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, AND VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1-10,** are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Districts. Submittals not meeting stated minimum terms and qualifications may be rejected by the Districts as non-responsive. The Districts reserve the right to reject any or all submittals without cause. The Districts reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Districts, or who has failed to perform faithfully any previous contract with the Districts or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**VERIFICATION OF TIME:** Nextel time is hereby established as the Official Time of the Districts.

**PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the Districts' intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the Districts may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Districts reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The Districts shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the Districts' representative (Purchasing Supervisor). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, The Villages, Florida, inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):**

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Purchasing Supervisor. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Supervisor is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Districts unless evidenced by a Change Notice issued and signed by the Purchasing Supervisor, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Districts within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original District format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

\_\_\_\_\_  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

(seal)

***This document must be completed and returned with your Submittal***

**STATEMENT OF CONTRACTOR'S EXPERIENCE, EQUIPMENT AND PERSONNEL**

*(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal such as a corporate organizational chart showing area of responsibility for personnel listed on this form).*

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

1. How many years has your organization been in business as a landscape & irrigation installation contractor under your present business name?

\_\_\_\_\_

2. List all previous business names of your organization:

\_\_\_\_\_  
\_\_\_\_\_

3. How many years experience in landscape and irrigation installation? \_\_\_\_\_

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. Have you ever failed to complete any work awarded to you in the last 3 years?  
Yes \_\_\_\_ No \_\_\_\_\_. If yes, where and why?

\_\_\_\_\_  
\_\_\_\_\_**EXPERIENCE**

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation installation work of your organization?

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

2. List/describe five (5) landscape and irrigation contracts/projects of similar size and scope that you currently have or have recently completed.

Project	Location
Date	Contract Amount
Contact Name, Phone Number and Fax Number	

Project	Location
Date	Contract Amount
Contact Name, Phone Number and Fax Number	

Project	Location
Date	Contract Amount
Contact Name, Phone Number and Fax Number	

Project	Location
Date	Contract Amount
Contact Name, Phone Number and Fax Number	

Project	Location
Date	Contract Amount
Contact Name, Phone Number and Fax Number	

**EQUIPMENT & MATERIAL RESOURCES**

1. List equipment owned (types and number of). Separate list is acceptable (i.e. spreadsheet).

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

2. List equipment expected to be purchased in the near future.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

State of Florida  
County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who is *(title)* \_\_\_\_\_  
of *(the company described herein)* \_\_\_\_\_ being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The District deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)

\_\_\_\_\_  
(Print Name of Notary Public)

## W-9

(Download this form at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> )

<b>W-9</b> Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
Print or type see specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). <b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
<b>Sign Here</b>	Signature of U.S. person ▶ _____ Date ▶ _____	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
<b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,		
Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2007)</span>		



## NO-PROPOSAL RESPONSE

### Village Community Development Districts Statement of "No Proposal"

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: Village Community Development Districts, 1894 Laurel Manor Drive, The Villages, FL 32162, Attn: Aileen Jones, Purchasing Supervisor.

We, the undersigned, have declined to submit a proposal on your "RFP # 12P-018 - Landscaping Maintenance Morse Blvd Phase V" for the following reasons:

- \_\_\_\_\_ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- \_\_\_\_\_ Insufficient time to respond to Request for Proposals.
- \_\_\_\_\_ We do not offer this product/s or equivalent.
- \_\_\_\_\_ Remove us from your bidders' list for this commodity or service.
- \_\_\_\_\_ Our product schedule would not permit us to perform to specifications.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet insurance requirements.
- \_\_\_\_\_ Specifications unclear (please explain below).
- \_\_\_\_\_ Competition restricted by pre-approved District standards.
- \_\_\_\_\_ Other (please specify below).

Remarks:

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

## **PART 5 SCOPE OF SERVICES**

### **INTRODUCTION CDD INFORMATION**

The Village Community Development Districts (CDD's) within The Villages are units of special purpose local government created under Chapter 190 of the Florida Statutes. CDD's are widely used throughout the United States to provide for certain service delivery infrastructure such as water management and control (drainage), fire control, road and bridge construction and maintenance, park and recreational facilities, water and sewer systems, sidewalks, multi-modal paths, streetlights, and similar infrastructure that is required to provide urban services to areas that may not have access to such services through a general purpose government such as a municipality. There are currently twelve (12) CDD's in The Villages: Village Center Community Development District, Sumter Landing Community Development District and Village Community Development Districts 1-10.

A Community Development District is a unit of local government with the special purpose of providing the services described above. As a unit of local government, the District is subject to many of the same State Statutes that regulate cities and counties; of particular interest are those statutes related to ethics in government for the elected Board of Supervisors, Government in the Sunshine, a cornerstone of local government in the State of Florida which requires that decisions made by any governmental agency be done at a public meeting; the public records law, which means the records of the District are open for review by any citizen; the auditing requirements in which annually the accounting records of the District are audited by an independent certified public accountant and the results of such audit are provided to the State Chief Financial Officer (CFO) and Auditor General; competitive bidding requirements for construction and maintenance contracts; and various other statutory provisions that protect the interest of the public.

The Villages is the largest single-site residential real estate development in the United States spanning over 26,000 acres in three adjoining counties in Central Florida (Lake, Marion and Sumter). The Villages earned the No. 1 ranking as the fastest growing micropolitan area in the United States according to a 2008 Census Bureau report with a current population of approximately 85,000 residents.

### **SCOPE OF WORK**

The Sumter Landing Community Development District is requesting proposals for landscape and irrigation maintenance. Qualified firms wishing to respond to RFP # 12P-018 - Landscaping Maintenance Morse Blvd Phase V must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants. This does not, however, limit the use of sub-contractors or sub-consultants.

The term of this Agreement shall be July 19, 2012 through September 30, 2015, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Prior to each renewal period, Contractor will be evaluated based on their performance. For evaluation criteria please refer to the Contractor Evaluation Form in Part 6: Exhibits.

### **SPECIFICATIONS**

#### **DISTRICT LANDSCAPE MAINTENANCE SPECIFICATIONS GENERAL SCOPE**

The landscape maintenance contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation and related landscaping structures and systems.

The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community.

#### **MAINTENANCE FOR VISIBILITY AND SAFETY**

All landscaping shall be maintained in a manner that allows clear passage of vehicles and pedestrians, provides open visibility where necessary for safety, and does not obstruct lighting.

Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

A minimum of eight (8) feet vertical clearance shall be maintained. This shall be increased where necessary for the passage of taller vehicles—such as vans, buses, or trucks—in areas which must be used by such vehicles.

In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic. However, the property owner shall visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications.

Trees near lightpoles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Pruning of all landscaping shall comply with the proper techniques outlined in these specifications, based on the type of plant material. But in all cases, insuring safe visibility shall be the prevailing objective.

## **TURF MAINTENANCE**

### **MOWING**

Mowing of all turf areas shall be performed on a weekly basis during the normal growing season (April through October). During the months of November through March it is expected that mowing will be required twice a month unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times.

When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signposts are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Mowing height shall be based on season and what is horticulturally correct for turf variety and location.

The mowing specifications for Zoysia turf shall be as follows: a rotary mower shall be used on flat or wide open areas, and the cut-height shall be set at 2". For smaller areas, berms or swale-type areas, a smaller mower shall be used to avoid scalping or an uneven cut. (If a change in mower width or height of cut is considered, the District area Supervisor or the Landscape Manager must approve such change, in writing, before any work is performed.) Zoysia turf is to be mowed every 7 days during growing seasons and 12 to 14 days during the dormant seasons, or as needed. Zoysia turf shall be edged all year at a frequency and depth suitable to keep turf runners from growing into the planting beds.

Any unsightly clippings, which remain on the turf, shall be removed after mowing.

Walkways, streets and parking areas are to be blown or vacuumed free of clippings after each mowing.

### **LEAVES**

If the contractor is not using a mulching mower, at certain times of the year leaves in turf may need to be removed with a vacuum to avoid having them accumulate in areas of the turf, or get blown into beds, parking lot islands or residential yards by the mowers. In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the contractor is responsible for replacing the turf.

### **EDGING**

All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.

Edging shall occur in conjunction with mowing operations when required. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.

Upon completion of edging operations, the turf edge shall be neat, clean and approximately ½ inch from the edge of any pavement, with a minimum depth of 2 inches.

All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

### **DISEASE AND PEST CONTROL**

All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.

Proper fertilization, proper watering, and proper drainage shall be practiced to promote plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards, and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable turf is unacceptable.

**WEED CONTROL**

Application of herbicides shall be done on a curative "as needed" basis. A pre-emerge herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum. Ninety five percent (95%) weed free turf shall be expected.

Sidewalks must be kept free of weeds in the cracks and edges throughout the area. Spray with a non-selective weed killer without a spray tracker dye as needed. The weed pressure will dictate the frequency the sidewalks will need to be sprayed to maintain the cracks weed free. Caution shall be taken when spraying weeds or grass runners on the homeowners' side of the sidewalk.

Chemical damage to desirable turf is unacceptable.

**FERTILIZATION OF TURF****Zoysia and St. Augustine/Floritam turf:**

A soil fertility and pH test shall be performed by the maintenance contractor once or twice a year from several representative areas in the turf and landscape beds to help in determining the analysis of the product to use in the fertilizer application programs. There should be a minimum of two samples per mile of roadway tested, both from the turf and shrub areas, one sample from every ten cul-de-sacs, and one from every six Villas on a rotating basis to ensure each area gets addressed at least every two or three years.

Copies of these test results shall be provided to the owner, with tested locations each time they are performed.

There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.

February (After February 15<sup>th</sup>): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.

May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.

August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.

October: (St. Augustine) Analysis should be determined by soil test results and recommendations.

November: (Zoysia) Analysis should be determined by soil test results and recommendations.

If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/or Iron in order to provide suitable color, and may be requested by the owner. This will not be considered an extra to the contract.

Whenever possible, schedule fertilizer applications on the day that irrigation for the area is scheduled to run that night.

All turf fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways and any affected paved area. Special attention should be taken to ensure that fertilizer does not enter into any stormwater retention or drainage feature.

**Bahia turf:**

There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.

March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)

September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.

If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should correct the problem.

All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.

All fertilizer shall be thoroughly watered in after application.

**GROUND COVER AND SHRUB MAINTENANCE****SHRUBS****(Indian Hawthorn, Holly spp, Viburnum, Boxwood, and similar woody ornamentals)**

These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.

As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a "soft", informal, and unsheared mass.

At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.

Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 30" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.

Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.

Where plants are adjacent to curbs, or where shrub edges are visible, prune exposed edge of mass back in a natural, informal shape; do not shear vertically.

In a massed planting, exceptionally long branches shall be cut back well inside the mass. Selective pruning and thinning old wood rather than overall shortening shall be done to keep the mass vigorous and healthy.

Shearing shall be minimized to avoid stunted tip growth, excessive density, and unnatural outline.

#### **HERBACAEOUS “GRASSY” SPECIES**

##### **(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)**

These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.

Spent flower heads shall be removed regularly, as required for best appearance.

If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.

#### **WOODY GROUNDCOVERS**

##### **(Parson’s Juniper, Blue Pacific Juniper, Lantana, and similar species)**

These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.

Prune to maintain height at 18” to 24” or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.

Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.

Do not prune masses into geometric forms by hard shearing.

Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.

#### **VINING GROUNDCOVERS**

##### **(Dwarf Confederate Jasmine, English Ivy, and similar species)**

Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/or pruning.

Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6” periodically to maintain a dense and consistent level of coverage.

Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45 degree angle from horizontal, in a natural, informal shape.

## **ACCENT PLANTS**

### **(Heavenly Bamboo, African Iris, and similar species used as accents)**

Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance.

As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.

Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.

Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

## **ORNAMENTAL GRASSES**

### **(Cordgrass, Muhly Grass, Fountain Grass, and similar species)**

Ornamental grasses shall be maintained at their natural height and width.

To achieve best form and appearance, individual clumps shall be cut back after last frost as appropriate for the species; if frost damage is severe, cut the plant back to the ground.

## **PRUNING OF GROUND COVER AND SHRUBS**

Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.

Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection of fixtures themselves from damage.

Ficus shall be pruned and some runners removed so the small leaf and partial covering of walls results in the desired effect. Ficus shall be kept out of adjacent shrub beds.

## **DISEASE AND PEST CONTROL**

All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced to promote plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards, and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable.

## **FERTILIZATION OF GROUND COVER AND SHRUBS**

Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.



The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

### **TREE MAINTENANCE**

#### **CRAPE MYRTLES**

Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.

As trees mature, a clear trunk height of 8.5' minimum shall be maintained.

Canopies shall in no case be allowed to deter safety and visibility in traffic situations.

Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, nor more than 24" of the current year's growth shall be removed.

Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval of the landscape manager.

#### **PALMS**

Palms shall be maintained to have full, rounded heads.

Ferns may remain but shall not be allowed to spread into planting beds.

Seed pods shall be removed after fruiting, as possible.

Damaged or dead palm fronds, seed heads and dates will be removed within 15' of the ground on some varieties of palms at District's request.

#### **LIGUSTRUM TREES**

Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.

The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

#### **NELLIE STEVENS HOLLY AND RELATED SPECIES**

These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.

The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

#### **LIVE OAK AND RELATED SPECIES**

Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.

As trees mature, only remove necessary lower branches in order to maintain the natural normal form of the tree, and to allow for necessary maintenance.

As a general rule the tree shall have 2/3 canopy and 1/3 clear trunk.

All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

### **MAGNOLIAS**

Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.

The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Pruning shall not be done routinely, but mainly to remove diseased, damaged or dead wood. To encourage full and dense foliage, prune lightly in the fall or early spring (before the spring flush), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. The central leader shall not be removed.

### **ALL TREE SPECIES**

Pruning shall not be done routinely, but mainly to remove diseased, damaged or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees and palms as needed to maintain a natural and healthy appearance.

All broken limbs or debris resulting from winds, storms, or other causes shall be removed promptly, or immediately if impeding safety.

Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.

All suckers and water sprouts shall be removed one (1) time per year and should be done in the cool season when trees are dormant.

Infestations of mistletoe, ball moss, Spanish moss and other epiphytes in the first fifteen (15) feet of trees and palms shall be removed on a routine basis.

Maintenance and removal of stakes, guys, tree bracing materials, etc. for trees, palms and large shrubs is considered routine maintenance. Girdling of trees due to lack of maintenance is not acceptable.

### **DISEASE AND PEST CONTROL**

All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced to promote plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards, and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable.

### **FERTILIZATION OF TREES**

Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June and September.

Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg) and 2% Manganese (Mn) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg) should be in controlled release form, while all of the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.

### **ANNUAL MAINTENANCE AND REPLACEMENTS**

#### **BED MAINTENANCE**

Annual beds shall be maintained in a fashion to allow for a full, colorful appearance at all times throughout the year. Beds shall be kept free of spent flowers, weeds and debris.

Shrubs and turf surrounding color beds must be trimmed to keep them from encroaching on the color beds and reducing the bed size. The original size of the beds and the annuals count on the as-built landscape plan has to remain the same.

Additional soil, soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment for healthy growth and a pleasing convex appearance.

Annual/Perennial Flowerbed Fertilization:

A standard, balanced slow-release fertilizer such as Osmocote, Nutricote, Sierra, or similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals, perennials, or mixture of both.

Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering and color.

#### **REPLACEMENT**

It is anticipated that it will require a minimum of four (4) complete change outs per year in beds that are labeled as just annuals on the landscape plan or as otherwise designated by the owner. The annuals shall be four (4) inch or four and a half (4 ½) inch pot size. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out.

For beds that are designated (MAP) Mixed Annuals and Perennials, it is anticipated that two (2) change outs/additions of (1) one-gallon container sized Mixed Perennials at 50% of the total count on the plan or as designated by the owner be performed per year or as needed to maintain a full colorful appearance. With proper selection of varieties, some of these plants should perform well for more than one year. In the event of a severe hard freeze killing back most of the color in these beds, the Mixed Perennials shall be cut back and Mixed Annuals planted as needed to maintain a colorful mixed appearance until the Mixed Perennials either re-grow and attain full color, or are replaced with colorful new Mixed Perennials. This Mixed Annuals count should be anticipated to be half of the total MAP plant count to fill and provide suitable color.

Whenever possible replacement should be completed before the weekend period as open beds are not desired during this time.

**WEED CONTROL**

Beds are to be kept free of weeds and landscape debris and trash. Hand weeding shall be done as necessary.

Application of herbicides shall be done on a curative "as needed" basis. A pre-emerge herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum.

Chemical damage to desirable turf is unacceptable.

**DISEASE AND PEST CONTROL**

All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

Proper fertilization, proper watering, and proper drainage shall be practiced to promote plant vigor and resistance to pests and disease.

Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards, and shall be applied by appropriately trained and licensed pest control specialists.

Chemical damage to desirable plant material is unacceptable.

**REFUSE CONTROL**

Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt and branches) at all times.

Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

**REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT**

No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of the District.

Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, in order to preserve the design intent and appearance of the landscaping.

Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.

The contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The owner shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/or other circumstances not attributable to actions or inactions of the contractor.

If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by the District.

**PINE STRAW MULCHING**

Total landscape bed area pine straw replacement is not in this contract but will be performed under a separate contract twice a year.

All plant beds and tree rings shall be maintained with an adequate and neat layer of pine straw, at all times.

Pine straw shall be turned (fluffed) and/or added to as necessary to enhance moisture holding capability and a neat, clean appearance.

The landscape maintenance contractor will be expected to replenish missing pine straw in important or high visibility areas in between regularly scheduled mulching, or areas where pine straw disappears due to mowing operations such as in tree rings on the roadway medians. This should be performed at no additional cost to the District.

Care should be taken during mulching so as to not cover landscape lighting, valves, junction boxes or other structures and components.

Care shall be taken to avoid piling pine straw around the plant crowns or trunks.

**IRRIGATION SYSTEMS MAINTENANCE**

Contractor shall have a Level 1 Certification for Maxicom.

Irrigation systems and components shall be monitored to insure that proper coverage is achieved at all times. Contractor shall provide one dedicated and certified Irrigation Technician for every 500 zones.

In areas where irrigation is controlled by Rainbird Maxicom Central Control, the landscape maintenance contractor will be responsible for repair and maintenance of all components downstream from the master-valve and flow-sensor such as valves, piping, irrigation heads and components, etc. The District will be responsible for all controllers, master-valves, flow-sensors and programming, controller troubleshooting and diagnostics. Irrigation systems in stand-alone mode or not connected to Central Control will remain the responsibility of the landscape maintenance contractor.

Watering frequencies and durations should be adjusted to insure healthy growth and prevention of disease and pest damage. The contractor shall be responsible for staying abreast of any and all governmental water restrictions which may be imposed. Any fines for violations will be the responsibility of the contractor. Gross neglect of water consumption (i.e. unrepaired irrigation components, failure to turn manual clocks off after a large rain event, over-watering, etc.) may result in additional cost incurred by the District pertaining to water utility costs, fines, permits, etc., and these costs may be passed on to the contractor if they are found to be at fault.

Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights is to be done to ensure proper coverage.

All gate valves are to be located and exercised four (4) times per year. If an emergency arises, and the valve has not been located, a \$25.00 fine will be levied against the contractor whose responsibility it was to locate the valve. Any valve not functioning that has not been reported the previous 3 months is the contractor's responsibility. We will assume that the valve has not been exercised. Valve boxes are to be kept clear for easy access for manual operations and repairs. Valve boxes and satellites shall be kept free of ants, dirt and debris.

Damage to irrigation heads, valve boxes and other system components due to the contractor's operations shall be repaired entirely at the contractor's expense. This includes irrigation heads that are stuck up after a watering cycle which the contractor fails to address and hits while mowing.

Batteries (9-volt or otherwise) for TBOS, UNIK and Hunter Smart Clock irrigation controllers and other similar stand-alone controllers are to be replaced twice per year at Daylight Saving Time at the Contractor's expense and shall be included in the "per zone unit price".

**PROCEDURES & COMMUNICATION WITH WALKER TECHNICAL SERVICES**

Walker Technical Services (WTS) shall provide written documentation by Project Site of problems diagnosed via e-mail. WTS will e-mail any irrigation issues to Contractor's representative and the District Property Management Supervisor responsible for the area of concern.

Contractor shall notify WTS and the District as soon as possible after a Project Site irrigation system problem is identified. Contractor shall make the necessary repairs and make a reasonable effort to notify WTS ([mike@walkertechnicalservices.net](mailto:mike@walkertechnicalservices.net)) and Wayne Kornegay, District Property Management Supervisor ([wayne.kornegay@districtgov.org](mailto:wayne.kornegay@districtgov.org)) of what repairs were performed and when the repairs were completed. Notification must occur within forty-eight (48) hours or prior to the next scheduled irrigation running, whichever is sooner.

The Landscaping Contractor shall notify WTS and the District via e-mail one (1) day prior to annuals change out and prior to irrigation zone checks. The Landscaping Contractor is also to notify WTS and the District of areas that are excessively dry/wet.

**NOTE: THERE IS TO BE NO BLEEDING OF MASTER VALVE TO OPERATE IRRIGATION.**

All correspondence is also to be sent via e-mail to David VanVleet at [david.vanvleet@districtgov.org](mailto:david.vanvleet@districtgov.org). Contractor shall maintain copies of all correspondence by Project Site.

**REPAIRS**

Repairs to systems or components shall be accomplished as soon as possible to minimize any adverse effect to turf and or plant material.

Repair or replacement of heads, sprays, misters, and emitters, as well as the rebuilding of valves is considered normal routine maintenance. Cost of material only shall be billed separately.

Repair of pipe 1 ½" or smaller and hydraulic tubing shall be considered routine maintenance. Cost of material only shall be billed separately. Broken lines 1 ¾" and larger, valve and or controller replacement, as well as major system repairs or changes shall be approved by the District Management Representative before proceeding. In the event of emergencies, isolation of areas to prevent further damage to the system or associated plant material or structures is to be accomplished until repairs can be made. Cost on these types of repairs or replacements may include material and labor charges of \$30.00 per hour. Two- (2) inch pipe or larger must be gasketed with proper thrust blocking as needed. District Representative prior to back filling must inspect repairs. Repairs shall be completed within forty-eight (48) hours. The Contractor will be responsible for providing the necessary equipment for any and all irrigation repairs including mainline repairs. The District will not reimburse the Contractor for additional equipment rental charges. If the repairs are sub-contracted out, the contractor will be responsible for all charges over \$30.00 per hour.

Troubleshooting of irrigation controllers includes solenoids, fuses, transformers, power supplies, zone wiring, etc. and is considered normal routine maintenance. Normal routine irrigation maintenance includes all components except pump stations for those systems not controlled through Arnett Environmental.

**DRAINAGE**

**STORM WATER COLLECTION**

Sediment that washes into drainage swales shall be routinely removed from swales and storm pipes at road entrances, or as requested by district property management.

**CART TUNNELS**

**TUNNEL CLEANLINESS**

Tunnels are to be blown out once per week and debris from in and around all tunnel drains is to be removed monthly.

**BASINS**

Contractors shall remove and dispose of all trash and debris from the bed areas and shoreline of basins as part of the normal maintenance routine.

**OPERATIONS AND COMMUNICATIONS**

**SITE CLEANLINESS AND CONDITION**

As much as possible, all areas shall be kept free of litter, landscape and or construction debris. It is expected that during the routine performance of the different maintenance operations that the contractor and workers are to be aware of site conditions and keep a neat and clean appearance. Cleanup of trash and debris shall be performed 5 days per week throughout the year.

It should be understood that THE VILLAGES is a continuously growing and changing area. Development and construction will from time to time cause damage, or will interrupt the routine maintenance program.

It is important that problems, or potential problems, which may be caused by these procedures should be brought to the attention of the District Representative as soon as possible for action.

**SAFETY**

All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, use of safety cones, signage, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.

**REGULAR LANDSCAPE MEETINGS**

Contractor will be required to participate in regular landscape meetings with District Property Management staff and Landscape Manager, held monthly or as appropriate. The Contractor shall respond to any issues that are presented on the agenda or arise during the course of the meetings in writing within three (3) working days. All current contractors' performance is evaluated during these meeting using the Area Inspection form (See Exhibit).

**SUB CONTRACTING**

The contractor may subcontract certain procedures or operations with the written approval of the District Management. Proof of proper licensing and insurance to be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

**WORKFORCE**

It is desired that the contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

Contractor will provide The District with a current list of all employees.

As per Federal laws and guidelines, all Contractors must only employ individuals who are legally authorized to work in the United States of America. Any Contractor who enters into a contract with the District hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States and to the extent that the Contractor is employing individuals who are not legally authorized to work in the United States, it is understood that District will not be responsible for any violations of Federal law and the Contractor, solely, will be responsible and liable for any violations and or penalties associated with such violation.

**PARKING**

Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection, round-about or on a roadway. All necessary safety precautions are to be observed when Contractor's personnel are working in or around roadways.

**SUPERVISION**

The contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the District Representative at any time, and shall be easily accessible to the Representative by cell phone at all times. The District shall be notified of any change in supervisory personnel.

The contractor shall provide a knowledgeable, experienced and well-rounded dedicated maintenance supervisor to oversee each major District contract area or collection of areas ranging from \$250,000 to \$750,000 in yearly maintenance contract work.

A monthly walk through with the District Representative shall be performed to cover work being accomplished, special needs or concerns, and other related information.

If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

A good working relationship with other maintenance contractors is to be established and maintained.

**ADDITIONAL WORK**

From time to time additional work may be requested of the contractor by the District Representative. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case by case basis. All additional work shall be completed in a timely manner.

**CHANGES**

It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the management. The management does reserve the right to disapprove any changes. In such case other contractors may be engaged for the change. Any changes shall be in writing to be legally binding on both parties. No payment shall be made for invoices that do not have written authorization so documented.



**SATISFACTORY PERFORMANCE**

It is estimated that the frequency and guidelines set forth in this Exhibit will provide the quality desired. However, in the event it does not, Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Owner in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a periodic basis by the Owner. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from the desired appearance.

Any plant, tree, grass or shrub that dies due to Contractors negligence shall be replaced by the contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case the plants may be replaced at the Owners direction at no additional cost to the Contractor.

Any damage to walls, landscape, lighting or hardscape features by the contractor shall be repaired by the respective tradesmen initiated through the District Representative so all warranties remain effective. All billing for said repairs will be directed to the contractor responsible for said area and cost of repairs.

If contractor performance falls below a level not acceptable by District standards, an audit by a third party will be conducted denoting deficiencies in irrigation, plant physiology, maintenance techniques and original design intent.

The Contractor will be graded on a scale from 0-5 where 0 is "Unacceptable" and 5 is "Excellent". If the Contractor scores below a three (3) on the audit, the Contractor will be responsible for the cost of the audit.

**PART 6  
EXHIBITS**

**SAMPLE AGREEMENT**

**(Sample agreement only. District reserves the right to alter this agreement based on final RFP results and/or any negotiations with proposed Contractor)**

**THIS AGREEMENT** is made this 19th day of July, 2012, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 3201 Wedgewood Lane, The Villages, Florida 32162, and **XXXXXXXXXXXX** (hereafter referred to as "Contractor"), whose address is XXXXXXXXXXXX.

**RECITALS**

WHEREAS, the District owns or operates certain real property requiring scheduled landscape and irrigation maintenance, and wishes to enter into a contract with a party capable of providing suitable landscape maintenance; and

WHEREAS, Contractor provides landscape and irrigation maintenance for properties such as those owned or operated by the District, and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

**1. SERVICES BY CONTRACTOR**

- 1.1 Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Landscape and Irrigation Maintenance for Morse Blvd. Phase V, Request for Proposals (RFP) # 12P-018, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- 1.3 The Contractor shall promptly notify the District of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in

approved areas designated by the District. The use of District's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited.

- 1.5 All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.
- 1.7 Contractor acknowledges that the public may associate the Contractor as an employee of the District while the Contractor performs services on the District's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the District's business operation. District reserves the right to approve dress codes for the Contractor's employees.
- 1.8 Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per Federal laws and guidelines, all Contractors must only employ individuals who are legally authorized to work in the United States of America. Any Contractor who enters into a contract with the District hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States and to the extent that the Contractor is employing individuals who are not legally authorized to work in the United States, it is understood that District will not be responsible for any violations of Federal law and the Contractor, solely, will be responsible and liable for any violations and or penalties associated with such violation.

## **2. PAYMENT**

- 2.1 In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay to Contractor the unit prices submitted by Contractor as a result of Contractor's response to RFP # 12P-018 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted no later than the first of the month for the services performed the preceding month. Per Chapter 218.74(1), an invoice from the Contractor shall be considered as received when it has been stamped as such at the District Property Management Department, 3231 Wedgewood Lane, The Villages, Florida 32162. Payment by the District will be made no later than forty-five (45) days after the invoice has been received by the District per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 If payment is not made by the District to the Contractor within forty-five (45) days, Contractor may assess a late charge for the lesser of 1.5% per month, or the maximum rate permitted by law.
- 2.4 The District agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement.

## **3. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Contract between District and Contractor and which are made part hereof by this reference, consist of the following:

- 3.1 Request for Proposals

- 3.2 Instructions, Terms, and Conditions
- 3.3 Proposal Forms
- 3.4 Proposer's Certification
- 3.5 General Terms and Conditions
- 3.6 Drug Free Workplace Certificate
- 3.7 Statement of Contractor's Experience, Equipment & Personnel
- 3.8 Scope of Work / Specifications
- 3.9 Agreement for Services
- 3.10 Permits / Licenses
- 3.11 All Proposal Addenda Issued Prior to Proposal Opening Date
- 3.12 All Modifications and Change Orders Issued
- 3.13 Notice of Award / Notice to Proceed

4. **TERM**

- 4.1 The term of this Agreement shall be July 19, 2012 through September 30, 2015, with the option to renew for two (2) additional one (1) year periods.

5. **INSURANCE**

- 5.1 **General Liability.** Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.

- 5.2 **Automobile Liability Insurance** covering all automobiles and trucks the Contractor may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.

- 5.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.

- 5.4 **Waiver of Subrogation:** By entering into any contract as a result of this RFP, Contractor agrees to a Waiver of Subrogation for each policy required above.

- 5.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. Contractor and any subconsultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.

5.6 **Certificate(s) shall be dated and show:**

- 5.6.1 The name of the insured Contractor, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
- 5.6.2 Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- 5.6.3 Subrogation of Waiver clause.
- 5.6.4 The Village Center Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.

5.6.5 The Contractor shall require of each its subconsultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its subconsultants and/or subcontractors in its policy as described above.

5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

**6. SELF HELP BY DISTRICT**

6.1 Within three (3) calendar days (72 hours) after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

6.2 All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

6.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

**7. TERMINATION BY THE DISTRICT**

7.1 The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

7.2 After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:

7.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

7.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.

7.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

7.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.

7.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

7.3 After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

7.4 Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

7.5 District may, for any reason, terminate performance under this Agreement by the Contractor for convenience upon thirty (30) days written notice. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate this Agreement pursuant to this paragraph.

## **8. OTHER MATTERS**

8.1 Contractor shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the District's property.

8.2 Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the District's Human Resources Department; however, the Contractor acknowledges that the District shall have no responsibility for making any disclosures to Contractor's employees or agents.

8.3 The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.

8.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

8.5 The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

8.6 Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

8.7 Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.

- 8.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 8.9 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.10 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor.
- 8.11 In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Material services:
- 8.11.1 Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
  - 8.11.2 Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
  - 8.11.3 Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
  - 8.11.4 Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/disaster.
  - 8.11.5 Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
  - 8.11.6 District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph

## **9. CONTRACTOR'S REPRESENTATIONS**

- 9.1 Contractor makes the following representations:
- 9.2 Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 9.3 Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied itself relative to the work

to be performed.

9.4 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.

9.5 Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.

9.6 Contractor declares that submission of a proposal for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

9.7 Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

9.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, 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 on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**IN WITNESS WHEREOF**, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and xxxxxxxxxxxxxxxx has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

**XXXXXXXXXXXXXXXXXX**

**Xxxxxxxx**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest



## AREA INSPECTION FORM

### AREA INSPECTION FORM

Location: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Grade Scale:

0=Poor / 10=Excellent

1. Turf	Dry, dying, dead spots. Fire ants. Infested with: Chinch bugs, mole crickets, dollarweeds, crabgrass, other weeds.	
2. Irrigation	Heads stuck up, coverage bad, broken heads, not turning, heads out of adjustment wrong location or head blocked. Needs upgrade. Other. Water use tracking: OK, Over, Under.	
3. Shrubs	Dead or weak ones, Infested with insects, overgrown, trimmed improperly. Separation needed. Plants missing, Plants wilting. Needs trimming or cleaned up. Trim formally.	
4. Fertilization	Turf needs fertilizer, shrubs need fertilizer, fertilizer was left on/in plants, too close to stem or trunk. Not blown off sidewalks or pavement.	
5. Trees/Palms	Dead ones need replacing, palms need fertilizer, limbs need trimming, dead branches need attention. Tree bracing needs attention. Wilting, turning brown.	
6. Shrub Beds	Lots of weeds, dead spots need trimming, fire ants, dry.	
7. Mowing	Missed spots, clippings left, not mowed, scalped areas, not edged, not string trimmed, divots from turning too fast, mower tracks in turf, grass runners not pulled.	
8. Mulch	Touch up is needed, not enough, needs removed, not properly tucked in at the edges, left on top of plants. Time to re-mulch. Strings left in beds from bales.	
9. Annual Beds	Weeds, dry, plants dead, ready for change-out, need dead-heading, need soil amendments, too sandy. Needs perennials/annuals added to mixed annual/perennial color beds.	
10. Overall	Appearance, curb appeal. Use of safety equipment when required. Vests Signage, etc.	
Final Score:		
Percentage:		

## CONTRACTOR EVALUATION FORM



## CONTRACTOR EVALUATION

Contractor: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

Reviewer: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Department: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EVALUATION SCALE:**

5 = Excellent 4 = Good 3 = Fair 2 = Satisfactory 1 = Less than Satisfactory 0 = Unacceptable  
 N/A = Not Applicable

*In the highlighted areas provided below, please rate the contractor using the scale above.*

<b>1. Scope, Plans &amp; Specifications</b>		0
Sufficient materials		
Sufficient equipment		
<b>2. Operations &amp; Communications</b>		0
Good safety practices (e.g. protective equipment, work area signage, adequate parking of equipment)		
Sufficient, trained workforce		
Adequate & Qualified Supervision		
Responds promptly to deficiencies with corrective action		
Site Cleanliness & Condition		
<b>3. Performance</b>		0
Adheres to designated work hours		
Timeliness in completion of work		
Quality of work performed		
Property is maintained to District standards/Contractual specifications		
Professionalism in behavior of staff		

**OVERALL RATING OF THIS CONTRACTOR:** \_\_\_\_\_

**SAMPLE E-VERIFY CONTRACTOR AFFIDAVIT**

Solicitation No. \_\_\_\_\_

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with State of Florida Executive Order No. 11-02, stating affirmatively that the individual, firm, or corporation which is contracting with the Village Community Development Districts Board of Supervisors has registered with and is participating in a federal work authorization program \* (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603).

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Village Community Development Districts Board of Supervisors, contractor will secure from such subcontractor(s) similar verification of compliance with State of Florida Executive Order No. 11-02 on the Subcontractor Affidavit provided or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Village Community Development District Board of Supervisors, Purchasing Department at the time the subcontractor (s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number\_\_\_\_\_  
Company Name\_\_\_\_\_  
By: Authorized Officer or Agent of Contractor\_\_\_\_\_  
Date\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**Subscribed and Sworn before me on this the**  
\_\_\_\_\_ day of \_\_\_\_\_ 201

\_\_\_\_\_  
**Notary Public****My Commission Expires:**\_\_\_\_\_

\*The applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. department of Homeland Security , in conjunction with the Social Security Administration (SSA).

## SAMPLE E-VERIFY SUBCONTRACTOR AFFIDAVIT

Solicitation No. \_\_\_\_\_

### SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with State of Florida Executive Order No. 11-02, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between \_\_\_\_\_ (name of contractor) and the Village Community Development Districts Board of Supervisors has registered with and is participating in a federal work authorization program \* (any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and control Act of 1986 (IRCA), P.L.99-603).

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By: Authorized Officer or Agent of Subcontractor

Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**Subscribed and Sworn before me on this the**  
\_\_\_\_\_ **day of** \_\_\_\_\_ **201**

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:** \_\_\_\_\_

\*The applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. department of Homeland Security , in conjunction with the Social Security Administration (SSA).

**LANDSCAPING DIAGRAMS**

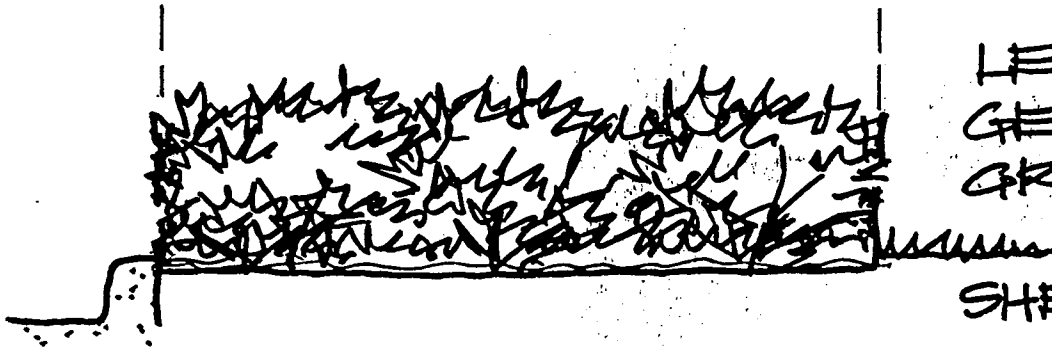
(See following Pages)

(AT TIME  
OF INSTALLATION)



DO NOT

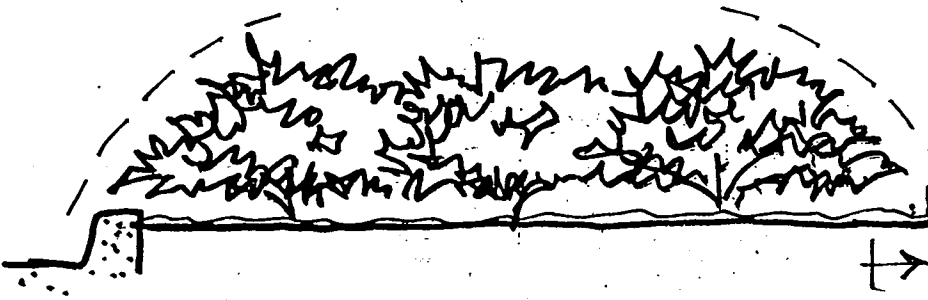
LET PLANTS  
GET OVER-  
GROWN, AND  
THEN  
SHEAR EDGES!

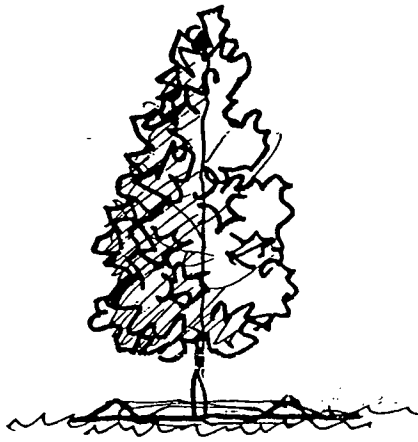


DO

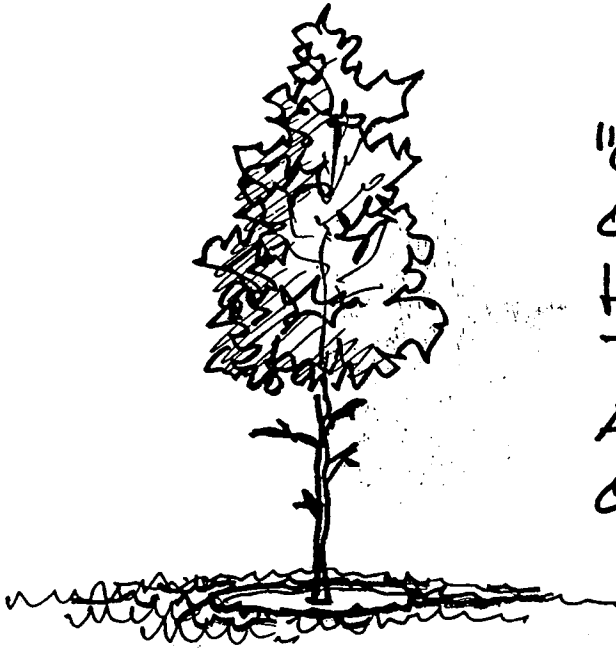
ALLOW PLANTS  
TO  
GROW TOGETHER  
BUT KEEP AT  
PROPER HEIGHT  
BY REGULAR  
INFORMAL TRIM-  
MING & EDGE  
SHAPING...

GROUND COVER &  
SHRUB EDGES

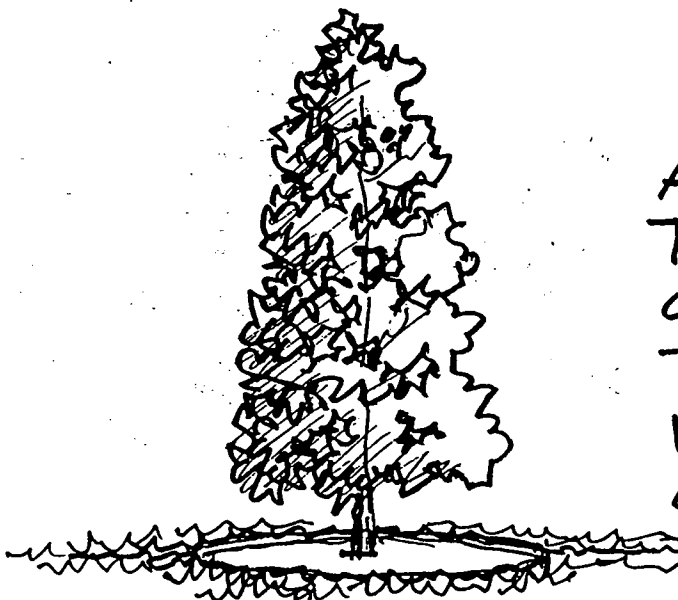




(AT TIME  
OF INSTALLATION)



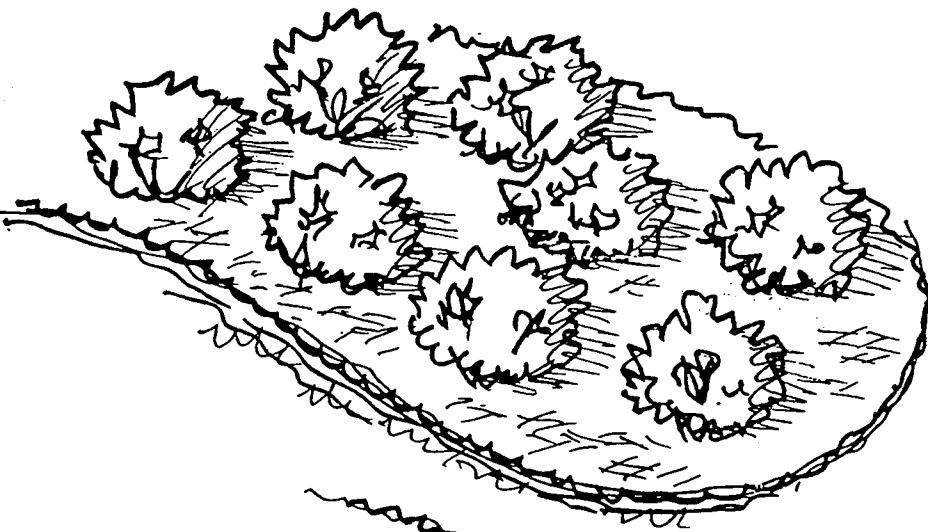
DO NOT  
"CHASE UP"  
OR "HAT RACK"  
LOW BRANCHING  
TREES SUCH  
AS MAGNOLIAS  
OR HOLLIES.



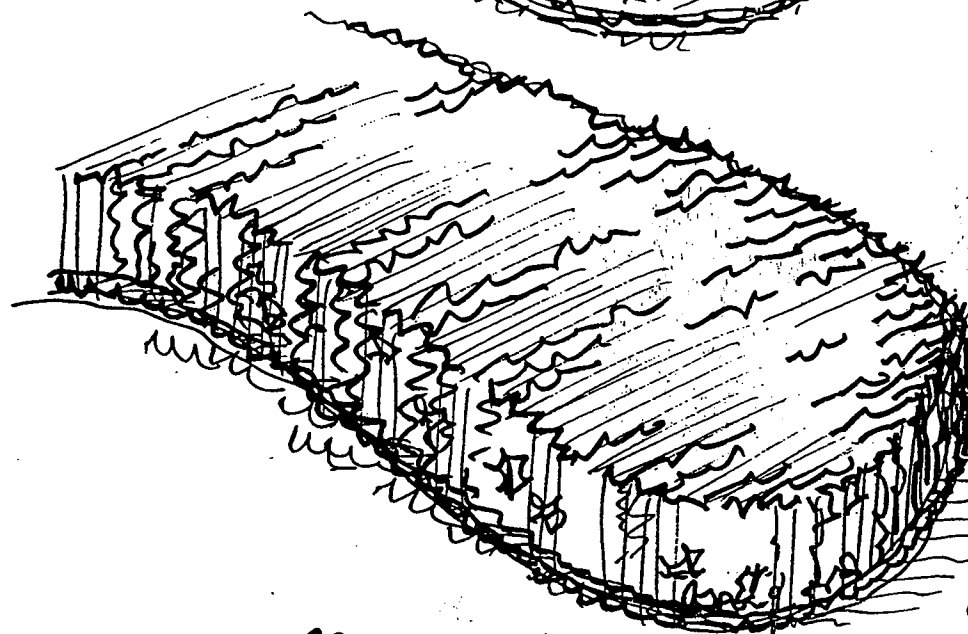
DO  
ALLOW SUCH  
TREES TO  
GROW FULL  
TO THE GROUND  
WITH NATURAL  
CHARACTER...

ENLARGE TREE  
RING AS TREE  
GROWS.

TREES



(AT THE  
TIME OF  
INSTALLATION)



DO NOT  
SHEAR OR  
"FLAT TOP"  
MASSSED  
PLANTINGS;  
NO SHAPING  
OF INDIVIDUAL  
PLANTS, EITHER.



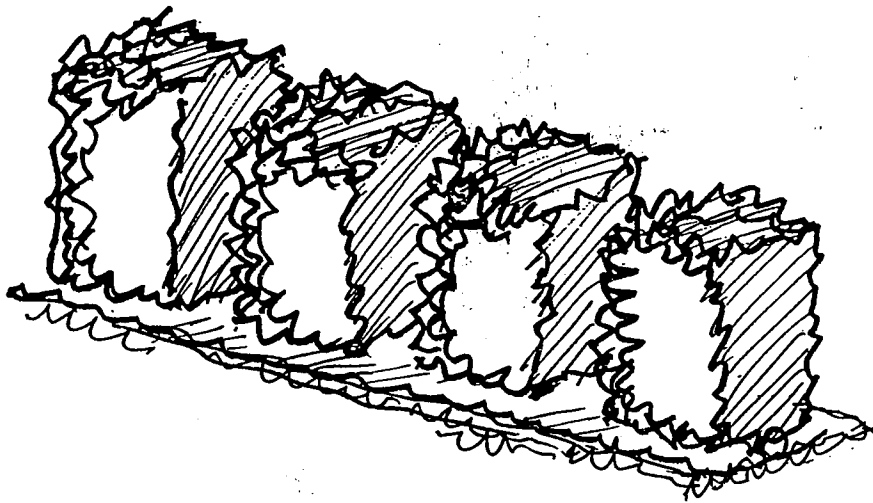
DO  
HAND PRUNE  
FOR "SOFT,"  
INFORMAL,  
ROUNDED BUT  
NOT SHEARED  
FORM.

SHRUB MASSES

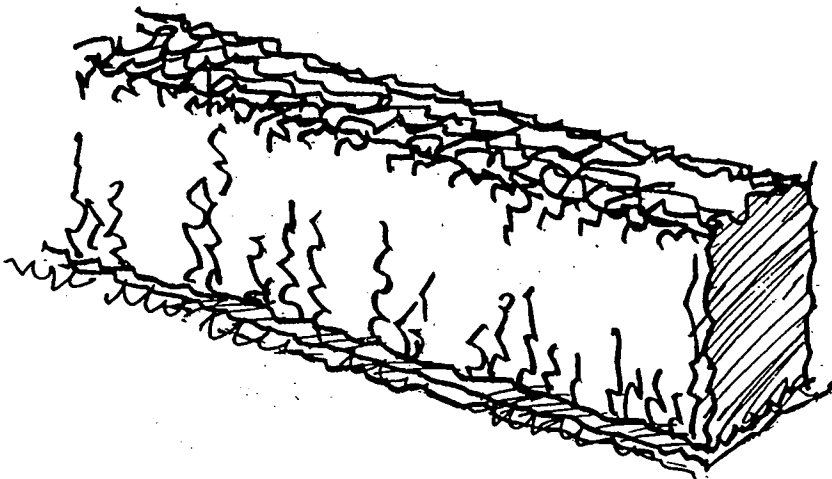




(AT THE  
TIME OF  
INSTALLATION)

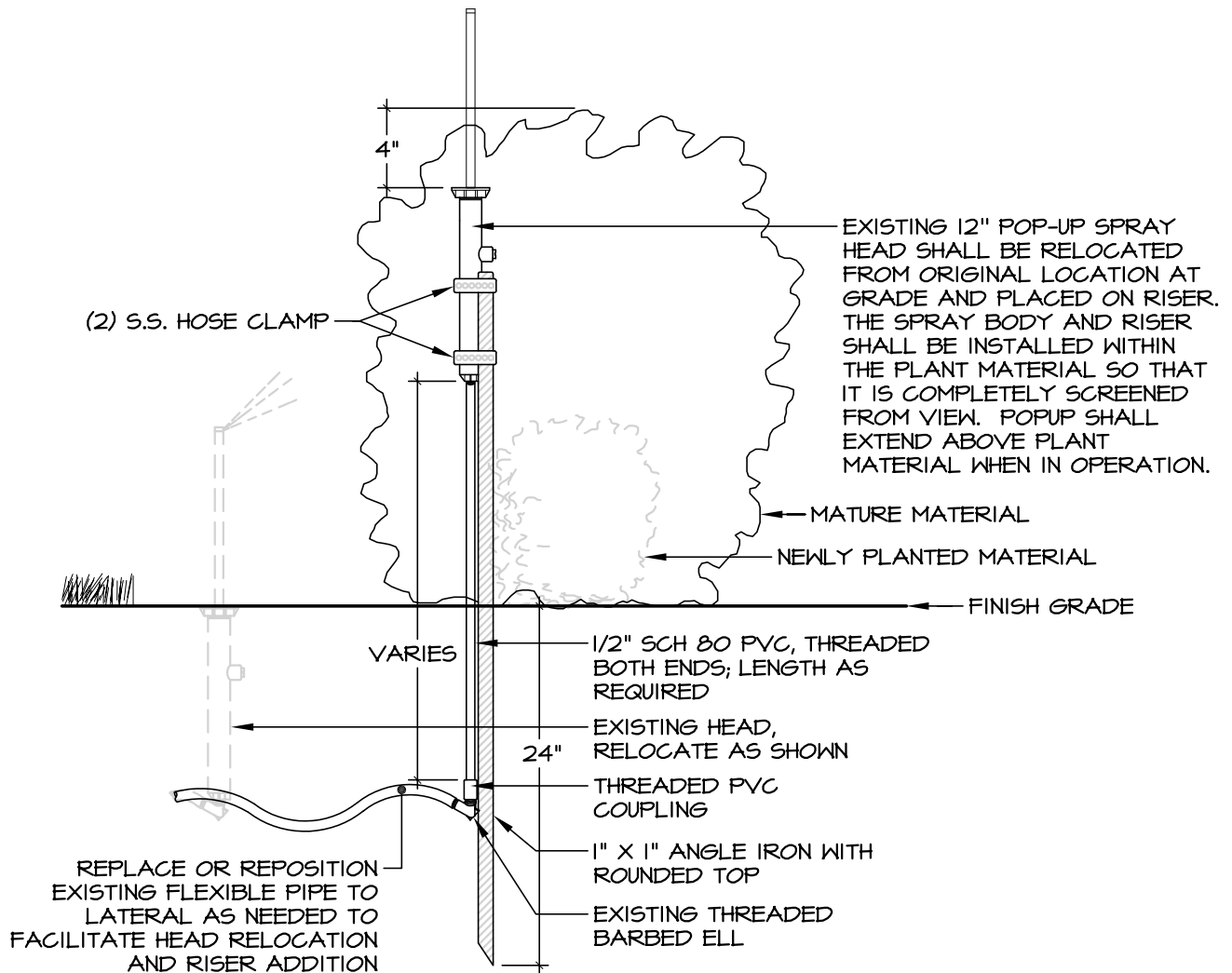


DO NOT  
PRUNE  
OR SHEAR  
PLANTS AS  
INDIVIDUALS



DO  
PRUNE  
OR SHEAR  
TO CREATE  
SOLID &  
DENSE  
HEDGE

HEDGE PRUNING



## RISER ADDITION

SCALE: N.T.S.

3/14/12