Bid #2015-001-CL	Due Date & Time: February 9, 2015 @ 1:00 PM	Advertised Date: 1/11/15 & 1/15/15
CFD Representative: Ron Hood	Respond to: 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741 Phone: (407) 742-1821 Fax: (407) 742-1815 Email: mlop@osceola.org	
Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

Invitation to Bid

Common Facilities District

Bid Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District (CFD)	
Bid Number: **2015-001-CL**	
Bid Contact: Ron Hood, Crescent Lakes CFD	
Bid Due Date: February 9, 2015	Bid Time Due: 1:00 PM
Location to Deliver Bid: Special Assessments Office, 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741	

In accordance with the intent and content of this Invitation to Bid (ITB), we, the undersigned, do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the Common Facilities District's (CFD) Bidder list, or other remedies available to the CFD under the laws of the State of Florida.

Legal Name of Bidder:		
Business Address (street, city, state and zip code):		County:
Phone Number:	Fax Number:	E-Mail Address:
Osceola County Local Business Tax Receipt (formerly Occupational License) Number:		
State of Florida License Number (as applicable):		
Authorized Signature (manual):		Date:
Printed Signature:		Title:

EMERGENCY CONTACT INFORMATION – In the event the CFD needs to contact your firm during an emergency	
Emergency Contact Person:	
Cell Phone Number:	Residence Phone Number:

GENERAL INSTRUCTIONS/DECLARATIONS

1. Bids will be opened and publicly read aloud by a representative of the Crescent Lakes CFD in the Special Assessments Conference Room, 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741, on the date and time indicated above. All bid openings are open to the public and any interested parties are welcome to attend.

2. **Bids must be submitted on the form furnished by the CFD and in accordance with the specifications and the list of quantities desired.**

3. **Page One must be completed and submitted as the top sheet of the bid response.**

4. It is the intent and purpose of the CFD that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Crescent Lakes CFD, at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single

source. Such notification must be submitted in writing and must be received by the CFD not later than seven (7) calendar days prior to the bid closing date.

5. **MANDATORY PRE-BID SITE VISIT will be held on Monday, January 26, 2015 at 9:00 AM, 2600 Crescent Lakes Way, Oak Park, Kissimmee, Florida 34758.**

6. Questions regarding this bid must be received through written email or faxed inquiries directed to the designated CFD Representative. Questions of sufficient general interest will be formatted by the CFD and issued to all interested parties in the form of an addendum.

SECTION A. INSTRUCTIONS TO BIDDER.

A1. **A MANDATORY PRE-BID SITE VISIT will be held on Monday, January 26, 2015 at 9:00 AM, 2600 Crescent Lakes Way, Oak Park, Kissimmee, Florida 34758.** It is imperative that all bidders have a clear understanding of the specifications and scope of work requirements. Therefore, in certain solicitations, attendance at mandatory pre-bid conferences will be a pre-requisite for submitting a bid; and bids will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the solicitation. Please plan your travel time accordingly**.**

A2 **Public Reading of Bids:** Bids will be publicly opened and read aloud in the Special Assessments Conference Room, 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741, on, Monday, February 9, 2015 at 1:00 PM Local Time, or as soon as possible thereafter.

A3. **Bid Compliance:**

(a) All items contained in the bid must be in total compliance with the specifications in this solicitation.
(b) Alternate bids will not be considered unless they are specifically called for in this solicitation.
(c) Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on the cover page and the proposal page(s), all Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

A4. **Unit Price Accuracy:** Please check the stated unit prices before submitting the bid as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing will prevail. Please note that the CFD reserves the right to clarify and correct blatant unit price or extended amount errors.

A5. **Bid Price Schedule**: Each Bidder shall furnish the information required on the Bid Price Sheet, Section F, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

A6. **Lobbying; Lobbying Black-Out Period; Questions Regarding Bids:**

(a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, and/or any County Personnel during the solicitation process.
(b) A lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Bidders shall not contact any Board Member, the County Manager, and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the CFD Representative. The Board may disqualify any solicitation response where any Board Member, the County Manager, and/or County Personnel have been lobbied in violation of the black-out period.

(c) Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the CFD Representative, in writing, at least seven (7) calendar days before the bid opening date.

(d) Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the CFD or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response

A7. Addenda:

(a) Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the CFD.

(b) Oral answers received by any member of the CFD will not be authoritative and the CFD will not entertain any protests based on a verbal instruction.

(c) It will be the responsibility of the Bidder to contact the CFD prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. The CFD will not consider requests to re-open a bid as a result of the failure of the Bidder to secure addenda.

A8. Proper Signatures: Failure to sign and witness the Bidder's signature may result in a disqualification of the bid. Please be sure the bid is signed, sealed, and properly witnessed.

A9. A Bid/Performance Bond is not required for this project.

A10. Bid Submittal:

(a) All bids must be submitted in a sealed envelope, plainly marked on the outside with the Invitation to Bid number, date, time of opening, and the Bidder's name.

(b) It is the Bidder's responsibility to assure that the bid is received in the SPECIAL ASSESSMENTS OFFICE, 1 COURTHOUSE SQUARE, SUITE 2100, KISSIMMEE, FLORIDA 34741, no later than February 9, 2015 at 1:00 PM**.** Any bid received after this date and time will not be accepted or considered, and will be returned unopened to the Bidder. No offers will be accepted or received at any other location.

(c) **Cost of Submittal:** The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the CFD.

(d) **No telegraphic or facsimile offers will be considered**.

A11. Bid Copies: Bidders are asked to submit **<u>four (4) copies</u>** of the bid response (one (1) unbound original and three (3) bound copies). **The submittal should also include a CD-ROM or memory stick containing the entire proposal formatted to be read with Microsoft® software products or Adobe® PDF software.**

A12. Withdrawal of Bids: Bids may be withdrawn anytime before the bid opening date. The Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening of bids, by communicating the purpose of the withdrawal in writing to the CFD. Thereafter, the bid will be returned to the Bidder unopened. **Bids may not be withdrawn for a period of ninety (90) days after the bid opening date.**

A13. Limitations on Liability: Bidders are advised that the CFD will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the Bidder without any limitations as to dollar amount. The CFD will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered unresponsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the CFD.

A14. Bid Protests: The CFD abides by the parameters set forth in chapter 120, Florida Statutes, relating to the consideration and addressing of valid bid protests. Any actual or prospective Bidder who protests the reasonableness, award recommendation, necessity, or competitiveness of the terms and/or conditions of the Invitation to Bid, selection, or award recommendation shall file such protest in writing with the CFD Representative within three (3) business days after the Board of Supervisors, has signed the Agreement.

A15. Failure to comply with any of the foregoing instructions or any other essential element of the Invitation to Bid may result in the disqualification of the bid.

SECTION B. GENERAL PROVISIONS.

B1. Notice of Award: Notice of an award by the CFD will constitute acceptance of the bid from the overall lowest priced, most responsive, and responsible Bidder. The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal, as required by this Invitation to Bid, and other additional materials submitted by the Bidder and accepted by the CFD, shall constitute the Bidder's response. At the CFD's discretion, either a purchase order or other award document such as an agreement, will be issued by the CFD when appropriate to do so.

B2. Applicable Law, Venue, Jury Trial: Any contractual arrangement between the CFD and the successful Bidder shall be consistent with, and be governed by, the ordinances of Osceola County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

B3. Appropriations/Fund Availability: Any agreement resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded; however, the CFD reserves the right not to appropriate funds for an ongoing procurement if it is deemed in its best interest.

B4. Compliance with All Laws: The Bidder, by submission of this bid, certifies that the Bidder will provide the services agreed upon in a timely and professional manner in accordance with the specifications. In addition, the Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of the contractual agreement.

B5. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization. The CFD shall pay all Bidders pursuant to, and in accordance with, the promulgations set forth in section 218.70, Florida Statutes, Florida's Prompt Payment Act. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the CFD in the quality and quantity ordered. Payment will be accomplished by the submission of an invoice, in duplicate, with a Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by the CFD cannot be made.

B6. Inspection/Acceptance/Title: Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the CFD, unless loss or damage results from negligence by the CFD.

B7. Acceptance of Goods/Services: Receipt of goods/services shall **not** constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the Invitation to Bid specifications and conditions. Should the products/services differ in any respect from the specifications, payment will be withheld until such time as the Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the CFD, they may refuse the final acceptance of the goods/services. Should a representative of the CFD agree to accept the goods/services on the condition that the Bidder will correct its performance within a stipulated time period, then payment will be withheld until the services are performed as specified in the executed agreement.

B8. Termination:

(a) *Termination for Default*: The performance of the agreement may be terminated by the CFD in accordance with this clause, in whole or in part, in writing, whenever the CFD shall determine that the Bidder has failed to meet the performance requirement(s) of the agreement.

(b) *Termination for Convenience*: The CFD reserves the right to terminate a contractual agreement, in whole or part, by giving the Bidder written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the CFD, the Bidder shall only provide those services specifically approved or directed by the CFD. All other rights and duties of the parties under the agreement shall continue during such notice period, and the CFD shall continue to be responsible to the Bidder for the payment of any obligations to the extent that such responsibility has not been excused by breach of default of the Bidder.

B9. Insurance Requirement:

(a) **Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference B10) with your bid submittal.**

(b) The successful Bidder(s) shall provide original certificates of Insurance, as outlined in Attachment B, to the CFD within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the CFD and shall name the CFD as the Certificate Holder.

(c) All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

B10. Applicable Licensing:

(a) *Local Business Tax Receipt (formerly Occupational License)*: If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.

(b) Other Licenses and Permits: The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

B11. Bid as Public Domain: All documents and other materials made or received in conjunction with this project will be subject to the public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Bidders shall not submit pages marked "proprietary" or otherwise restricted.

B12. Relationship of the Parties: The Bidder shall act as an independent contractor and not as an employee of the CFD. The Bidder will be required to indemnify, defend, hold, and save harmless the CFD, its officers, agents, and employees, from damages arising from the Bidder's performance of, or failure to perform, any task or duty required to be performed by the Bidder.

B13. Indemnification:

(a) The successful Bidder(s) agrees to be liable for any and all damages, losses, and expenses incurred by the CFD, caused by the acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with the performance of obligations under a contractual agreement. The Bidder agrees to indemnify, defend, and hold the CFD harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with an agreement.

(b) The CFD agrees to be liable for any and all damages, losses, and expenses incurred by the successful Bidder(s), caused by the acts and/or omissions of the CFD, or any of its employees, agents, servants, representatives, or the like, in assisting the successful Bidder(s) in the performance of obligations under a contractual agreement. The CFD agrees to indemnify, defend, and hold the Bidder harmless for any and all claims, suits, judgments or damages, losses, and expenses, including

but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the CFD, or any of its employees, agents, servants, representatives, or the like, in connection with an agreement.

B14. **Bankruptcy or Insolvency:** If the successful Bidder(s) shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the Bidders' operations of the premises, the CFD reserves the right to terminate any contractual agreement immediately.

B15. **Assignment:** The successful Bidder will not be permitted to assign its contract with the CFD, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the CFD.

B16. **Waiver:** Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

B17. **Changes:** The CFD reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B18. **Modifications:** In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties.

B19. **Administrative Provisions:** In the event the CFD issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter, or any other instrument is for the CFD's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon.

B20. **Taxes:** Crescent Lakes CFD is tax exempt. As such, the CFD does not pay State of Florida Sales Tax or Federal Excise Tax. The CFD's State Sales Tax exemption number is 85-8013891320C-4 and the Federal Exemption Identification Number is 59-3576374.

B21. **Independent Pricing**: By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:

(a) The prices in this bid have been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,

(c) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

B22. **Public Entities Crimes:** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; 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 a bid on a lease 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the Bidder certifies that it is qualified to do business with

the CFD in accordance with the Florida Statutes.

B23. Other Entity Use:

(a) All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in its best interest to do so.

(b) Each governmental agency desiring to accept these bids, and making an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

(c) This solicitation in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

B24. Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of the CFD. Furthermore, all Bidders must disclose the name of any CFD officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the disqualification of the bid or the cancellation of work. The CFD will seek damages for the recoupment of losses in having to re-bid or re-assign this solicitation.

B25. Additional Terms and Conditions: No additional terms and conditions included with the bid 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 bid. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid, and the Bidder's authorized signature, affixed to the bid, attests to this.

B26. Force Majeure: Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

SECTION C. SPECIAL PROVISIONS.

C1. Minimum Standards: Specifications listed herein describe the expected minimum standards. If any exceptions are taken, the Bidder is responsible for indicating on the bid form any deviations from the specifications, including an explanation, justification, or applicable literature for the deviation. The absence of this indication shall be considered complete compliance with the listed specifications. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid.

C2. Bidder's Specifications: Each Bidder shall make accurate statements in its bid.

C3. Not Bidding: If not bidding any or all items, please so state.

C4. Firm Prices: Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.

C5. Term of Agreement: An agreement shall be awarded for a one (1) year term to begin upon approval and execution by the CFD; with the opportunity for additional one (1) or two (2) year renewal periods when in the best interest of the CFD.

C6. Estimated Quantities: As stewards of public funds, the CFD maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Bidder to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. Quantities noted in the Invitation to Bid are estimates

only and are intended as a guide in submitting the bid and in no way obligates the CFD to purchase this amount. The actual quantities purchased under this bid may be more or may be less.

C7. **Option to Extend or Renew:** The performance period of any contract or purchase order resulting from this Invitation to Bid may be extended upon mutual agreement between the Bidder and the CFD *with no change in terms or conditions*. Any extension of performance period under this provision shall be in the CFD's best interest and sole discretion. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between the CFD and the successful Bidder.

C8. **Exercise of Option to Extend Term of Contract:** If the CFD wishes to enter into an option period, the CFD shall request a written statement of desire into an extension of the performance period from the Bidder.

C9. **Probationary Period:** The first ninety (90) days of the contract are to be considered a "probationary" period. At the CFD's election, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without another formal bid.

C10. **Supervision:** The CFD shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the CFD, but solely to the Bidder, who, in turn, is responsible to the CFD.

C11. **Pre-Award Inspection:** Prior to the award of any agreement, the CFD reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the CFD.

C12. **Existing Permits and Identification Numbers:** Any and all permits, state licenses, including Department of Environmental Protection (DEP) and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the CFD upon request.

C13. **Qualification of Bidder:** The Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid, and be properly licensed to do business in the State of Florida. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project.

C14. **Additional Information:** The CFD reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

C15. **Agreement:**

(a) An agreement may be required for this service and must be signed by the Bidder prior to execution by the CFD, whereupon the Bidder becomes the Contractor upon approval.
(b) **The provisions of said agreement contain similar language to the provisions contained in this Invitation to Bid.**
(c) The agreement shall be used as a basis for negotiation and the CFD reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
(d) The successful Bidder(s) shall execute and return the agreement to the CFD, within ten (10) days after receipt all contractual documents, performance, and payment bonds (if applicable), insurance verifications and any other documents required by this bid.
(e) **In no event shall an agreement be considered binding upon the CFD until it has been properly executed by all parties.**
(f) In conjunction with the agreement, a purchase order may be issued by the CFD prior to the start of any project, service, or work by the Bidder.

C17. **Attachments**: All attachments are made an essential part of this bid and include the following:

(a) Attachment A – Statement of No Bid
(b) Attachment B – Insurance Requirements*
(c) Attachment C – Drug Free Workplace

(d) Attachment D – Experience of Bidder
(e) Attachment E – Statement of Inspection of Work Area

The successful Bidder must comply with the insurance requirements set forth in Attachment B. If a Bidder chooses not to bid on this Invitation to Bid, the Bidder is asked to please complete and return Attachment A.

C18. Inadequate Service: In cases where materials, goods or services are not properly delivered, the Bidder will either remedy the defect or be responsible for reimbursement of the difference to the CFD for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the CFD's sole discretion.

C19. Failure of Performance and/or Delivery: If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the CFD for any damages caused by the Bidder's failure to perform as stated.

C20. Protection of Property: At all times, the successful Bidder shall guard from damage or loss to property of the CFD, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the CFD, other Bidders, or contractors. The CFD may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

C21. Unsatisfactory Work: Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the CFD.

C22. Service Requirements: The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that CFD'S business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the CFD shall have the right to rescind the purchase order and award the project to another Bidder.

C23. New Product: Any and all products provided under this bid shall be new and unused.

C24. Most Favored Customer: The CFD seeks and demands to be the most favored customer of each Bidder who does business with the CFD. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the CFD's under similar terms and conditions. The successful Bidder agrees to provide the CFD discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

C25. Price Reduction Clause: The CFD will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The CFD will shall request a price reduction from the date that the violation took place. The successful Bidder will owe the CFD a discount proportionately equal to that given the most favored customer.

C26. Non-Exclusivity Clause: Nothing herein is intended nor shall be construed as creating any all-encompassing arrangement with the successful Bidder. The awarded Agreement shall not restrict the CFD from acquiring goods and/or services outlined herein from other contractors, service providers, vendors, and/or sources.

SECTION D. AWARD OR REJECTION OF BIDS.

D1. Award of Contract/Purchase Order: Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.

D2. Delivery: Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

D3. **Split Award:** The CFD reserves the right to make an award to one Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the CFD. The CFD may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

D4. **Right to Reject:** The CFD reserves the right to reject any or all bids, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject the bids, or any part thereof, which, in its judgment, best serve the interest of the CFD. The CFD also reserves the right to reject the bid from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the CFD.

D5. **Bid Results:** The bid tabulation sheet should be available within forty-eight (48) hours of the bid opening date and will be posted on the Crescent Lakes CFD link located on www.osceola.org. In the alternative, a Bidder may contact 407-742-1821 for the results.

D6. **Best Prices:** An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.

D7. **Reasonable Prices:** A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

D8. **Debarred Bidders**: The CFD reserves the right to withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the CFD's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

D9. **Drug-Free Workplace Preference:** Whenever two or more bids, which are equal with respect to price, quality, delivery, and services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with section 287.087, Florida Statutes. Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. Further information regarding the Florida Statutes is available at the Osceola County Procurement Services Office and/or by calling (407) 742-0900.

D10. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered:

(a) The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified.
(b) The reputation, judgment, and experience of the Bidder.
(c) The quality of performance of previous contracts or services, including previous performance with the CFD.
(d) Previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
(e) Financial resources of the Bidder to perform the contract or provide the service.
(f) Ability to provide future maintenance and service for the use of the subject of the contract.
(g) Whether the Bidder is in arrears to the CFD on a debt or contract, or is in default on surety to the CFD, or whether the Bidder's taxes or assessments are delinquent.

SECTION E. SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION MAINTENANCE OF CRESCENT LAKES COMMON FACILITIES DISTRICT.

E1. **Scope of Services**: The successful Bidder shall provide all labor, tools, equipment and services required to complete all landscape and irrigation maintenance for the Crescent Lakes Common Facilities District, in accordance with, but not limited to the following work requirements:

(a) The Bidder shall have three (3) years or more of commercial community landscaping service. Must

be able to provide full service including but not limited to arborist, irrigation and general community landscaping

(b) The Bidder shall provide an individual who shall be responsible for the performance of the work. This supervisor shall have full authority to act for the Bidder on all matters relating to the subsequent Agreement. The landscape maintenance supervisor shall be available during normal business hours within twenty-four (24) hours to meet with a CFD representative to discuss problems. The supervisor must have full knowledge of the scope of work.

(c) Employees of the successful Bidder shall present a neat appearance and wear distinctive clothing that shows the company and employee names.

(d) All employees of the successful Bidder shall have a valid Florida operator's license.

(e) The successful Bidder shall provide fully qualified individuals to perform the tasks as outlined in this Invitation To Bid.

(f) All work to be performed under the Agreement shall be performed Monday thru Friday only, unless otherwise approved and arranged in advance, and between the hours of 7:30 AM and 5:00 PM. No work is to be performed on weekends, New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

(g) The successful Bidder shall repair or replace any damage caused by the Contractor, their agents, alternates, or assigns as a result of wrongful or negligent acts.

(h) The successful Bidder shall exercise proper safety procedures and provide required safety equipment in accordance with all Federal, State, County and Local regulations and ordinances. All equipment used in the performance of these services shall be properly maintained by the Contractor in order to protect the operator and the public.

(i) The successful Bidder shall submit a work plan to the CFD prior to commencement of the services. During the first month services are performed, the Contractor shall bring all areas up to the CFD's standard at no additional cost.

(j) The successful Bidder shall consult with the CFD for approval of work quality and correct unsatisfactory work without additional compensation in a specified time determined by the Contractor and the CFD. Meetings will be scheduled periodically to review service at a specific time to be agreed upon by Contractor and the CFD.

(k) Invoices shall include dates and hours of tasks performed, as well as, details of those tasks. Invoices shall be submitted no later than the 5th of the month following service month.

(l) The successful Bidder shall hold a current license for pest control or subcontract with a fully licensed firm. All pest control expenses shall be borne by the Contractor.

(m) Both slope and regular mowing are required by any subsequent Agreement. Mowing includes grass clipping removal and litter control. St. Augustine grass shall be cut with a mulch mower to a height of 4". A non-mulching mower may cut any Bahia grass to a height of 2 ½" to 3". All appurtenances and decorative shrubs will be hand mowed or trimmed around, as necessary. White lines along roadways will be visible at all times and grass trimmed to the edge of the pavement.

(n) The successful Bidder shall remove all weeds, sand, vegetation, debris, and plant material, both mechanically and manually from all structures. This includes, but is not limited to the Recreational Cabanas, sidewalks, parking lot, fences, playground and tennis and basketball court. Weeding is to be done by hand. Limited spraying is allowed along fence lines and large areas.

(o) The successful Bidder shall pick up and remove anything that would be considered litter or debris, and that could give the CFD an objectionable appearance. This would include branches, roadway litter and debris, and any other objects considered negative to the appearance of the area.

(p) The successful Bidder shall maintain any newly planted trees and palms as well as established older trees and palms. Trees and palms shall be pruned to allow for proper clearance and to allow for the integrity of the tree. Trees will be cut to a height of 8 feet over walkways. Crepe Myrtles will be trimmed annually.

(q) The successful Bidder shall maintain flower and shrubbery beds to provide a neatly groomed and healthy appearance. All beds shall be weed and litter free upon all service schedule. Including deadheading of annual plants. A list of dead plants or plants to be replaced will be submitted monthly along with a proposal to replant.

(r) Contractor to develop proposed plants for quarterly plantings for review and approval by the CFD in advance of the scheduled planting.

(s) The successful Bidder shall be responsible for the maintenance and operation of the irrigation system, including, but not limited to, repairs and replacements of parts with the unit price of $100.00 or less. Repairs over this amount will be submitted on a proposal within five (5) days of identification of the problem.

(t) The frequency of services are as follows:

a. The successful Bidder shall develop service schedule with the CFD. This is to include the 52 weeks of mowing, and spring trimming of palms and trees. Meeting to present schedule will take place prior to start of service contract.

b. Edging and blowing of debris shall be performed at every mowing cycle to maintain a well-groomed appearance.

c. Litter and debris removal shall be done by hand during each mowing cycle. All litter and debris is to be removed prior to, and upon completion of each mowing cycle.

d. Blowing of tennis court, parking lot and basketball court is to be done at every service visit.

e. All trees and palms shall be pruned as often as is necessary to provide a neatly groomed and healthy appearance. Trees should be maintained with a 8 foot clearance so tallow for walking under the trees. This is not part of spring hurricane trimming program but during weekly service.

f. The successful Bidder shall be responsible for insuring proper irrigation coverage on every visit. The irrigation system shall be fully inspected and tested one time per month. A detail of settings will be provided to the District including zones and times or operation. Service dates for irrigation system, as per TOHO water, are between the hours of 9:00 AM on Thursday until 9:00 AM on Friday, and 9:00 AM on Sunday until 9:00 AM on Monday.

SECTION F. BID PRICE SCHEDULE.

The services for this bid will commence on March 1, 2015, In accordance with the terms, conditions, and scope of services set forth above, the Bidder hereby submits the following prices for **2015-001-CL,** Landscape and Irrigation Maintenance for Crescent Lakes Common Facilities District, as follows:

Service	Monthly Fee	Total
Mowing, trimming, blowing and edging of all common areas (which include front entrance and Recreational Complex, and grass easement areas of Dakota Point, Yowell, Oakbrook and Cooper Lake retention ponds) - 52 weeks of service		
Landscaping Maintenance, including weeding, pruning, trimming, litter/debris removal (same areas as above), and blowing of the tennis and basketball court - 52 weeks of service		
Palm Tree Trimming (April) for all palms at front entrance and Recreational Complex		
Pine and Oak Tree Trimming (April) at front entrance and Recreational Complex - per tree		
Irrigation Maintenance - monthly, 10 zones		

Bid #2015-001-CL	Due Date & Time: February 9, 2015 @ 1:00 PM	Advertised Date: 1/11/15 & 1/15/15
CFD Representative: Ron Hood	Respond to: 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741 Phone: (407) 742-1821 Fax: (407) 742-1815 Email: mlop@osceola.org	
Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

	Total	

If repairs to the irrigation are required, a separate price will be obtained from the successful Bidder. If the CFD chooses, they may also get other quotes for the purpose of market research prior to negotiating the final price for the repairs needed.

SECTION G. CERTIFICATION OF BIDDER.

To the Board Members of Crescent Lakes Common Facilities District:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that this bid is genuine, not a sham or collusive or made on behalf of another person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder to submit a sham bid; that the undersigned has not directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a bid; and that the undersigned has not in any manner sought collusion to secure an advantage over any other Bidder. By submittal of this bid, the undersigned agrees to abide by all terms and conditions set forth herein, including, but not limited to, the specifications, bid security, prompt contracting, and timely delivery of the services and/or equipment to be procured hereby.

Have you supplied all the required submittal documents as outlined below? Please place a check mark (✓) next to each applicable item:

☐ Invitation to Bid cover page completed and signed (Page 1 of the solicitation document) - **REQUIRED**

☐ Completed and executed Certification of Bidder (Section G) - **REQUIRED**

☐ Proof of Insurance, (minimum limits set forth in Attachment B) - **REQUIRED**

☐ Occupational License / Osceola County Local Business Tax Receipt, as applicable - **REQUIRED**

☐ All Attachments, as applicable

☐ Addendum Acknowledgement, if applicable

☐ Bid / Performance Bonds, if applicable

☐ Single reproducible diskette, CD-ROM or memory stick containing entire bid submittal

☐ Statement of Inspection of Work Areas **REQUIRED**

If the Bidder is not successful as Prime Supplier, will the Bidder be willing to serve in a Secondary Supplier capacity under the same terms and conditions contained herein? Yes _____ No _____

Prompt Payment Discount: % Days ***Discount for prompt payment of 30 days or longer may be considered in Evaluation of Award.***		
Signature of Authorized Representative:		**Date:**
Printed Name:	**Title:**	

Bid #2015-001-CL	**Due Date & Time: February 9, 2015 @ 1:00 PM**	**Advertised Date: 1/11/15 & 1/15/15**
CFD Representative: **Ron Hood**	**Respond to: 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741** **Phone: (407) 742-1821 Fax: (407) 742-1815 Email: mlop@osceola.org**	
Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD: ADDENDUM#_____THROUGH ADDENDUM# _____

Bid #2015-001-CL	Due Date & Time: February 9, 2015 @ 1:00 PM	Advertised Date: 1/11/15 & 1/15/15
CFD Representative: Ron Hood	Respond to: 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741 Phone: (407) 742-1821 Fax: (407) 742-1815 Email: mlop@osceola.org	
Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

ATTACHMENT A
STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids to the **Special Assessments Office, 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741**

I/we have declined to bid on **2015-001-CL**, Landscape and Irrigation Maintenance for Crescent Lakes Common Facilities District, for the following reasons:

_____ Specifications are too "restrictive" (i.e. geared toward one toward one brand or manufacturer) as explained below.

_____ Insufficient time to respond to Invitation to Bid

_____ I/we do not offer this product or equivalent

_____ My/our product sheet would not permit us to perform the services required

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear as explained below

_____ Other as specified below

Remarks:_____

_____

_____

_____
Typed Name and Title

_____
Signature and Title

_____
Company Name

_____
Address

_____
Telephone Number

_____
Date

_____
Email Address

Bid #2015-001-CL	Due Date & Time: February 9, 2015 @ 1:00 PM	Advertised Date: 1/11/15 & 1/15/15
CFD Representative: Ron Hood	Respond to: 1 Courthouse Square, Suite 2100, Kissimmee, Florida 34741 Phone: (407) 742-1821 Fax: (407) 742-1815 Email: mlop@osceola.org	
Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

ATTACHMENT "B"
INSURANCE REQUIREMENTS

The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the CFD, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits as outlined in the provided hereto sample Acord 25 Certificate of Liability Insurance.

C. **CFD as Additional Insured:** The successful Bidder/Contractor and/or subcontractor shall name the "Crescent Lakes Common Facilities District" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CFD with proof of same.

D. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the CFD with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the CFD at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

Crescent Lakes Common Facilities District
1 Courthouse Square, Suite 2100
Kissimmee, Florida 34741

Any other wording in the Certificate Holders Box shall not be acceptable.
Non-conforming certificates will be returned for correction.

E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CFD, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and made readily available upon request by the CFD.

G. **Loss Deductible Clause:** The CFD 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 successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory:_____ Date:_____

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

>>>Failure to submit this form may be grounds for disqualification of your submittal.<<<

Bid #2015-001-CL	Due Date & Time: February 9, 2015 @ 1:00 PM	Advertised Date: 1/11/15 & 1/15/15
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Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID

Construction-PL A

DATE(MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Name & Address of Contractor

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Am Best Rating A-:VII or Better	
INSURER B:	
INSURER C.	
INSURER D:	
INSURER E:	

COVERAGES

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

INbR ADIY L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC				EACH OCCURRENCE PREMISES DAMAGE MED EXP (Any one person) PERSONAL&ADVINJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	
	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? yes, describe under SPECIAL PROVISIONS below				X **STATU**TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Crescent Lakes Common Facilities District is named Additional Insureds on the general liability, auto liability and professional liability policies for liability arising from the provision of products or services to the CFD by the Named Insured. The general liability policy contains Additional Insured Endorsement CG2010 1185 or its equivalent. The general liability, professional liability & workers compensation/employers liability policies contain a waiver of subrogation in favor of Crescent Lakes Common Facilities District. *except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER CANCELLATION

Crescent Lakes Common Facilities District
1 Courthouse Square, Suite 2100
Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* **DAYS WRITTEN**

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE

ACORD 25 (2001/08)	AUTHORIZED REPRESENTATIVE

ATTACHMENT C
DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

(4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

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

_____
Bidder's Signature, Title, Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

ATTACHMENT D
EXPERIENCE OF BIDDER

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:**_____

   Address:_____

   City/State/Zip:_____

   Phone:_____ Fax:_____

   Name of primary contact responsible for work performance:_____

   Phone:_____ Cell Phone:_____

   Email address:_____

   Name of alternate contact should primary not be available:_____

   Phone:_____ Cell Phone:_____

2. **PERSONNEL:** Please provide the current composition of your workforce:

Description	Number
Total Number of Employees	
Management	
Technical	
Clerical	

3. **EXPERIENCE**:

   Years in business:_____

   Years in business under this name:_____

   Years performing this type of work:_____

   Value of work now under contract:_____

   Value of work in place last year:_____

   Percentage (%) of work usually self-performed:_____

   Name of subcontractors you may use:_____

   Has firm: Failed to complete a contract:_____

   Been involved in bankruptcy or reorganization:_____

   Pending judgment claims or suits against firm:_____

   What company do you use for pre-employment criminal background checks?_____

4. **SAFETY**:

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had any job related fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. **INSURANCE AGENCY COMPANY NAME:** _____

Agent Contact:_____ Phone:_____

Total Bonding Capacity:$_____

Value of Work Presently Bonded: $_____

6. **LOCAL FACILITY (if applicable):**

Name of local service center:_____

Address of local service center:_____

_____

Telephone number:_____

Contact person:_____

7. **WORK EXPERIENCE:**

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

Reference #1:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

Reference #2:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

Bid #2015-001-CL	Due Date & Time: February 9, 2015 @ 1:00 PM	Advertised Date: 1/11/15 & 1/15/15
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Title: Landscape & Irrigation Maintenance for Crescent Lakes Common Facilities District		

Reference #3:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

SIGNATURES MUST BE PROPERLY WITNESSED BY A NOTARY.

Affidavit:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Experience of the Bidder, is truthful and correct at the time of submission.

Authorized Signature _____

Name Printed _____

Title _____ *Date*_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 200___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

ATTACHMENT E
Statement of Inspection of Work Areas

1. Bidder's signature on this page indicates that the bidder has inspected all the sites listed for **2015-001-CL, Landscape and Irrigation Maintenance for Crescent Lakes Common Facilities District** and has reviewed the work areas and their locations and understands the requirements of each area:

_____
Signature of authorized person

_____
Date

_____
Name of firm

_____
Street address

_____
City, State, Zip

REMINDER: THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.